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Acting Director

County of Los Angeles
DEPARTMENT OF PUBLIC SOCIAL SERVICES

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BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

October 18, 2011

#18 OCTOBER 18, 2011

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**RECOMMENDATION TO AWARD CONTRACTS TO PROVIDE ADJUSTMENT OF ALIEN
STATUS AND CITIZENSHIP APPLICATION SERVICES FOR OLDER ADULT REFUGEES
(ALL DISTRICTS – 3 VOTES)**

SUBJECT

The Department of Public Social Services (DPSS) seeks Board approval to enter into contracts with Interfaith Refugee and Immigration Service (IRIS), and International Rescue Committee (IRC) for adjustment of alien status and citizenship application (AASCA) services to promote permanent residency and citizenship for refugees aged 60 and older.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Delegate authority to the Acting Director of DPSS or designee to prepare and execute contracts in substantially similar form as Enclosure III, with IRIS and IRC in the amounts listed in Enclosure II. The contracts are to be effective November 1, 2011, or upon the date of execution, whichever is later, through September 29, 2012. The total maximum cost for the term of the contracts is \$186,210, consisting of 100 percent federal funding through the Older Refugee Discretionary Grant (ORDG).
2. Delegate authority to the Acting Director of DPSS or designee to prepare and sign amendments to add any relevant updated terms and conditions and to increase/decrease the total maximum contract amount inclusive of both contracts by up to 25 percent for increases or decreases in services provided that (a) sufficient funding is available, (b) prior Chief Executive Office (CEO) and County Counsel approval is obtained and (c) the Acting Director or designee notifies the Board and CEO in writing within ten business day after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Los Angeles County was allocated ORDG funding from the Federal Office of Refugee Resettlement (ORR) through the California Department of Social Services-Refugee Programs Bureau (CDSS-RPB) for AASCA services to promote permanent residency and citizenship for the refugee population age 60 and older. The funds must be expended by the end of Federal Fiscal Year 2012, September 29, 2012.

Refugees are required to apply for permanent residence status one year after being admitted to the United States (U.S.), and may apply for citizenship status five years after becoming permanent residents. AASCA services include helping older refugees to complete permanent residency and citizenship application forms and to collect all required documentation. Only agencies that are federally certified by the U.S. Department of State –and the U.S. Department of Homeland Security are qualified to provide AASCA services. The two proposed contractors are so qualified.

Since this is a new program the number of eligible refugees who will avail themselves of AASCA services cannot be precisely determined prior to contract implementation. Accordingly, the recommendation to increase/decrease the total maximum contract amount for both contracts by up to 25 percent provides the Department with the flexibility to accommodate the number of participants served by each of the contractors.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of the Countywide Strategic Plan Goal #2 – Children, Family and Adult Well-Being: Enrich lives through integrated, cost-effective and client centered supportive services.

FISCAL IMPACT/FINANCING

The AASCA services are funded through ORDG grants allocated to the County by the ORR, through CDSS-RPB. The total estimated cost of the two contracts for the period of November 1, 2011 through September 29, 2012 is \$186,210 which includes agency fee, transportation for eligible participants and postage for mailing applications. There is no net County cost associated with this program as it is fully funded by federal allocation.

The estimated cost is included in the current Fiscal Year (FY) budget. Funding for July 1, 2012 to September 29, 2012 will be included in the Department's FY 2012-13 budget request.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

The contractors are federally certified to provide immediate need and immigration services to refugees while in the U.S., and to represent individuals in matters before the Department of Homeland Security, and the Immigration Courts and Board of Immigration Appeals.

The contract provides for termination by the County with a 30 calendar day written notice prior to termination, should termination be in the County's best interest. The Contract also contains a provision which limits the County's obligation if funding ends.

The award of these contracts will not result in unauthorized disclosure of confidential information and will be in full compliance with federal, State and County regulations.

The contractors are in compliance with the Jury Service Program.

The CEO and County Counsel have reviewed this Board letter. The contract in Enclosure III has been approved as to form by County Counsel.

CONTRACTING PROCESS

The U.S. Department of State enters into cooperative agreements with voluntary resettlement agencies known as VOLAGs. The VOLAGs provide reception and placement services for refugees newly arrived in the U.S. There are seven VOLAGs that operate in Los Angeles County. The seven VOLAGs are also certified to represent individuals in matters before the Department of Homeland Security, Immigration Courts and Board of Immigration Appeals. No other agencies operating in the County meet these two criteria.

On August 30, 2010, DPSS received approval from CDSS to non-competitively negotiate contracts with the seven VOLAGs per CDSS Purchase of Services Regulations, Section 23-650.18. On January 18, 2011, DPSS notified your Board of its intent to negotiate sole source contracts with the seven VOLAGs (Sole Source Checklist – Enclosure I). DPSS contacted the seven VOLAGs, offering to enter into negotiations to provide AASCA services. Contract negotiations were successful with IRIS and IRC. Five VOLAGs dropped out of the negotiation process at various stages, generally citing the low number of older adult refugees they expected to serve. The recommended contractors will provide service to older refugees referred by the remaining five VOLAGs.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

The contracts will not infringe on the role of the County in its relationship to its residents, and the County's ability to respond to emergencies will not be impaired.

CONCLUSION

Upon Board approval, the Executive Office, Board of Supervisors, is requested to return one adopted stamped Board letter to the Department of Public Social Services.

The Honorable Board of Supervisors

10/18/2011

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Respectfully submitted,

A handwritten signature in black ink, reading "Sheryl L. Spiller". The signature is written in a cursive, flowing style.

SHERYL L. SPILLER

Acting Director

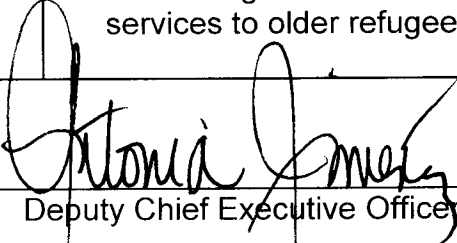
SLS:rl

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors
Deputy Chief Executive Officer

SOLE SOURCE CHECKLIST

Adjustment of Alien Status and Citizenship Application (AASCA) Services

Check (√)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS Identify applicable justification and provide documentation for each checked item.
	➤ Only one bona fide source for the service exists; performance and price competition are not available.
	➤ Quick action is required (emergency situation).
	➤ Proposals have been solicited but no satisfactory proposals were received.
	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representatives.
	➤ It is most cost-effective to obtain services by exercising an option under an existing contract.
	➤ It is in the best interest of the County e.g., administrative cost savings, excessive learning curve for a new service provider, etc.
√	➤ Other reason. Please explain: There are only seven agencies that operate in LA County that are qualified to provide adjustment of alien status and U.S. citizenship application services to older refugees. These agencies each are contracted with the U.S. Department of State, Bureau of Population, Refugees and Migration and are certified to represent individuals in matters before the Department of Homeland Security, and the Immigration Courts and Board of Immigration Appeals. DPSS contacted the seven agencies to negotiate for the provision of these services. Contract negotiations were successful with the two agencies recommended for contract award. Five agencies dropped out during various stages of the negotiation process generally due to the small number of older refugees in their caseloads. The recommended contractors will provide services to older refugees referred by the remaining five agencies.
	<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">  Deputy Chief Executive Officer, CEO </div> <div style="text-align: center;"> 10/5/11 Date </div> </div>

ADJUSTMENT OF ALIEN STATUS AND CITIZENSHIP APPLICATION SERVICES CONTRACT
EXTENSION AMOUNTS FOR
NOVEMBER 1, 2011 THROUGH SEPTEMBER 29, 2012

Agency	Projected Number of Participants Served	Agency Fee and Transportation Maximum	Postage Maximum	Total Maximum Contract Amount
Interfaith Refugee and Immigration Service	400	\$80,000	\$2,760	\$82,760
International Rescue Committee	500	\$100,000	\$3,450	\$103,450
TOTAL	900	\$180,000	\$6,210	\$186,210

Note:
1. Agency Fee: \$125 per eligible participant
2. Transportation: \$75 per eligible participant
3. Postage: \$6.90 per application

**DEPARTMENT OF
PUBLIC SOCIAL SERVICES**



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

FOR

**ADJUSTMENT OF ALIEN STATUS AND CITIZENSHIP
APPLICATION SERVICES**

PREPARED BY THE BUREAU OF ADMINISTRATIVE SERVICES
CONTRACT MANAGEMENT DIVISION
12900 CROSSROADS PARKWAY SOUTH
CITY OF INDUSTRY, CALIFORNIA 91746-3411

November 1, 2011

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**CONTRACT BY AND BETWEEN
COUNTY OF LOS ANGELES**

AND

**FOR
ADJUSTMENT OF ALIEN STATUS AND CITIZENSHIP APPLICATION
SERVICES**

This Contract and Exhibits made and entered into this ____ day of _____, 2011
by and between the County of Los Angeles Department of Public Social Services,
hereinafter referred to as County and _____,
hereinafter referred to as Contractor. _____ is located at
_____.

RECITALS

WHEREAS, the CONTRACTOR is affiliated with one of the national volunteer agencies
and a signer to reception and placement cooperative agreements with the U. S. Refugee
Admissions Program with the Department of State, Bureau of Population, Refugees, and
Migration; and

WHEREAS, the CONTRACTOR is certified by the Board of Immigration Appeals to assist
and represent refugees during the application process for adjustment of alien status and
citizenship services for newly arrived refugees in the United States that are 60 years of
age and older (AASCAS Services); and

WHEREAS, COUNTY finds it necessary to secure such professional services;

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for
good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K L, M, N, O and P are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

Exhibits:

- 1.1 EXHIBIT A - Statement of Work and Technical Exhibits
- 1.2 EXHIBIT B - Contractor's Budget
- 1.3 EXHIBIT C - Contractor's EEO Certification
- 1.4 EXHIBIT D - County's Administration
- 1.5 EXHIBIT E - Contractor's Administration
- 1.6 EXHIBIT F - Jury Service Ordinance
- 1.7 EXHIBIT G - Contractor's Nondiscrimination in Services Certification
- 1.8 EXHIBIT H - Contractor Acknowledgment and Confidentiality Agreement, and Contractor Non-Employee Acknowledgment and Confidentiality Agreement
- 1.9 EXHIBIT I - Charitable Contributions Certification
- 1.10 EXHIBIT J - Safely Surrendered Baby Law
- 1.11 EXHIBIT K- Internal Revenue Service Notice 1015
- 1.11 EXHIBIT L - Certification of No Conflict of Interest
- 1.12 EXHIBIT M - Familiarity with the County Lobbyist Ordinance Certification
- 1.13 EXHIBIT N - Attestation to Willingness to Consider Gain/Grow Participants
- 1.14 EXHIBIT O - Civil Rights Resolution Agreement
- 1.15 EXHIBIT P - Certification of Compliance with the County's Defaulted Property Tax Reduction Program

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.1 – "Changes and Amendment of Terms" and signed by both parties.

2.0 DEFINITIONS

The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.

- 2.1 **Acceptable Quality Level (AQL):** Acceptable Quality Level is a measurement which expresses the allowable leeway or variance from the Contract Standard, above which the County will reject a specific service.

The AQL does not imply that it is acceptable to vary from the Standard, or that the Contractor may knowingly perform in a defective way. The AQL recognizes the fact of unintentional human error and that less than Standard performance may sometimes be unintentional.

- 2.2 Board of Supervisors:** The Board of Supervisors is the governing body of the County of Los Angeles.
- 2.3 Budget:** The document that details the Contractor's costs for providing services and is included in the Contract. Included in the Budget are the following:
- **Direct Costs** - Payroll, Employee Benefits (Medical, Dental, Life Insurance), Payroll Taxes, Insurance (Real, Personal, etc., as required by the Contract), Supplies, Applicable Taxes and other (specified).
 - **Indirect Costs** – Management Overhead expenses; general and administrative expenses are included and applied as follows:
 - Management Overhead is applied to Salary, Employee Benefits and Payroll Taxes.
 - General and Administrative expenses are applied to all labor cost and Management Overhead.
- 2.4 Contract:** Agreement executed between County and Contractor. It sets forth the terms and conditions for the performance of the Statement of Work, Exhibit A.
- 2.5 Contract Discrepancy Report:** The report that is used to inform the Contractor when the performance of the Statement of Work is monitored and deficiencies and/or findings are identified.
- 2.6 Contract Manager:** The individual designated by the Contractor to administer the contract operations after the contract award.
- 2.7 Contractor:** The sole proprietor, partnership, or corporation that has entered into a Contract with the County to perform or execute the work covered by the Statement of Work.
- 2.8 County Contract Administrator (CCA):** Person with responsibility to oversee the day to day activities of this Contract. Responsibility for inspections of any and all tasks, deliverables, goods, services, and other work provided by Contractor.
- 2.9 County Contract Program Monitor (CPM):** Person responsible for monitoring the Contract to ensure Contractor compliance.
- 2.10 County Project Director:** Person designated by County with authority for County on contractual or administrative matters relating to this Contract that cannot be resolved by the CCA.

- 2.11 Day(s):** Calendar day(s) unless otherwise specified.
- 2.12 Department of Public Social Services (DPSS):** County department responsible for providing social, financial and employment services to eligible persons in Los Angeles County.
- 2.13 Direct Services:** Services rendered by Contractor that will assist the older refugee population with adjustment of alien status and citizenship applications.
- 2.14 Director:** The Director of the DPSS, County of Los Angeles or his/her Authorized Representative(s).
- 2.15 Fiscal Year (FY):** The twelve (12) month period beginning July 1st and ending the following June 30th.
- 2.16 Maximum Contract Amount:** The highest contract amount that will be awarded to a contractor during the Contract term.
- 2.17 Monthly Management Report:** The report that the Contractor will provide to the County monthly to apprise the County of the services provided in the prior month, program accomplishments, including statistical data that supports the Contractor's performance.
- 2.18 Performance Requirement Summary (PRS):** The document, furnished by the County (Technical Exhibit A-2 hereunder) which identifies and summarizes the elements of this Contract, that County will be evaluating to assure that Contract performance standards are met by the Contractor.
- 2.19 Quality Control Program:** All necessary measures taken by the Contractor to ensure that the quality of services will meet Contract requirements regarding timeliness, accuracy, appearances, completeness, consistency and conformity.
- 2.20 Random Sample:** A standardized method for monitoring product (output) quality wherein all products within a lot (batch) stand a statistically equal chance of being selected for inspection. This is one of the methods by which DPSS may monitor the Contractor's performance in providing the required services.
- 2.21 Sample Size:** The number of units or services to be reviewed/monitored in a given time period.
- 2.22 Statement of Work:** A detailed statement of the services being provided or requested and included under the Contract (i.e., the Contractor will provide all personnel, materials, general supervision and other items or services necessary to perform the required services).
- 2.23 Standard:** A minimum requirement set by the County for the Contractor to perform a service or activity.

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the Contractor shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth herein, including but not limited to the Statement of Work, Exhibit A.
- 3.2** If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract shall commence on November 1, 2011 or upon execution, whichever is later, through September 29, 2012, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** Contractor shall notify DPSS when this Contract is within six (6) months from the expiration of the term as provided for herein above. Upon occurrence of this event, the Contractor shall send written notification to DPSS at the address herein provided in Exhibit D - County's Administration.

5.0 CONTRACT SUM

- 5.1** The total maximum contract amount for the contract period of November 1, 2011 through September 29, 2012 shall not exceed _____ for direct services and transportation, and _____ for postage. The County shall not be liable in any event for payment in excess of this maximum amount.

The total maximum amount is conditioned on the availability of Older Refugee Discretionary Grant (ORDG) funds.

The maximum contract amount for each fiscal year is estimated as follows:

Fiscal Year 2011-12	\$	(November 2011 – June 2012)
Fiscal Year 2012-13	\$	(July 2012 – September 2012)

The fiscal year amounts are contingent upon the availability of funds.

- 5.2** Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through

assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

- 5.3** Contractor shall maintain a system of record keeping that will allow the Contractor to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department of Public Social Services (DPSS) at the address herein provided in Exhibit D - County's Administration.

5.4 No Payment for Services Provided Following Expiration/Termination of Contract

Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor after the expiration or other termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for services rendered after expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5.5 Invoices and Payments

- 5.5.1 Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A - Statement of Work and elsewhere hereunder. Contractor shall prepare invoices, which shall include the charges owed to the Contractor by the County under the terms of this Contract.

Contractor maximum payment for services rendered shall not exceed \$200.00 per eligible participant. The maximum payment includes the following:

\$125.00 – agency fee per eligible participant
\$ 75.00 – Transportation stipend per eligible participant

Postage for mailing participant application packets/envelopes to USCIS will be reimbursed at actual cost for sending them certified and with a request for a return receipt.

- 5.5.2 Contractor's invoices shall contain the information set forth in Exhibit A - Statement of Work describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed. A sample Invoice, Technical Exhibit A-4, is included to submit a claim for payment.

- 5.5.3 Contractor shall submit the monthly invoices to the County by the 10th calendar day of the month following the month of service.
- 5.5.4 Contractor shall submit invoices and required back-up documentation as stated in the Statement of Work under this Contract, in two (2) copies (the original and a copy) to the following address:

Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South
City of Industry, CA 91746-9411
Attn: _____, County Contract Administrator

5.5.5 County Approval of Invoices

All invoices submitted by the Contractor for payment must have the written approval of the County's Contract Administrator prior to any payment thereof. In no event shall the County be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld. The County will make a reasonable effort to effect payment to the Contractor within 30 days from receipt of an invoice that is accurate as to form and content.

- 5.5.6 Once Contractor submits its final invoice, including any adjustment for prior months and if County determines that Contractor has been underpaid, County shall determine funds owed and shall pay Contractor's approved final invoice within 30 calendar days of receipt. If County determines that Contractor has been overpaid, Contractor shall pay County within 30 days of receipt of notice. If Contractor does not agree on the amount owed, County and Contractor shall meet within 10 calendar days to arrive a resolution.
- 5.5.7 The County shall have no requirement for payment other than as set forth in this Contract, Exhibit B – Contractor's Budget sheet.
- 5.5.8 Subject to the County's right to terminate earlier for convenience, which includes non-appropriation of funds, default of the Contractor, substandard performance of the Contractor, improper consideration given/offered to the County with respect to the award of this Contract, or breach of warranty to maintain compliance with the County's Child Support Compliance Program, the Contract shall, upon receipt of notice of termination:
- 5.5.8.1 The Contractor shall be reimbursed only for reasonable and necessary costs or expenses incurred after receipt of notice of termination and prior to termination date.

5.5.8.2 Promptly report to the County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.

5.5.8.3 The County shall not be liable for billings submitted one (1) year after any services are rendered under this Contract.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of County's Administration is designated in Exhibit D - County's Administration. County shall notify the Contractor in writing of any change in the names or addresses shown.

6.1 County's Contract Administrator (CCA)

The CCA is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever. Responsibilities of the County's Contract Administrator include:

- ensuring that the objectives of this Contract are met;
- providing direction to the Contractor in the areas relating to County policy, information requirements, and procedural requirements; and
- overseeing the day-to-day administration of this Contract.

6.2 Contract Program Monitor (CPM)

The CPM is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate County in any respect whatsoever. Responsibilities of the Contract Program Monitor include:

- meeting with the Contractor's Contract/Program Manager on a regular basis;
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the Contractor., and
- reporting any discrepancies/findings to the CCA.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 Contractor's Program Manager

7.1.1 Contractor's Program Manager is designated in Exhibit E - Contractor's Administration. Contractor shall notify the County in

writing of any change in the name or address of the Contractor's Program Manager within 10 calendar days.

7.1.2 Contractor's Program Manager shall be responsible for the Contractor's day-to-day activities as related to this Contract and shall coordinate with the CCA and the CPM on a regular basis.

7.1.3 Contractor's Program Manager must have the necessary expertise to assist participants with the services related to this Contract.

7.2 Approval of Contractor's Staff

County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the Contractor's Program Manager.

7.3 Contractor's Staff Identification

Contractor shall provide, at Contractor's expense, all staff providing services under this Contract with a photo identification badge.

7.4 Background and Security Investigations

7.4.1 Each of Contractor's staff performing services under this Contract, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Such background investigation may include, but shall not be limited to, criminal conviction information obtained through fingerprints submitted to the California Department of Justice. The fees associated with the background investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation.

7.4.2 If a member of Contractor's staff does not pass the background investigation, County may request that the member of Contractor's staff be immediately removed from performing services under the Contract at any time during the term of the Contract.

7.4.3 County, in its sole discretion, may immediately deny or terminate facility access to any member of Contractor's staff that does not pass such investigation to the satisfaction of the County or whose background or conduct is incompatible with County facility access.

7.4.4 Disqualification of any member of Contractor's staff pursuant to this Paragraph 7.4 shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

7.5 Confidentiality

Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

- 7.5.1 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this Paragraph 7.5, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 7.5 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.
- 7.5.2 Contractor shall inform all of its officers, employees, agents and sub-contractors providing services hereunder of the confidentiality provisions of this Contract.
- 7.5.3 Contractor shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Employee Acknowledgment and Confidentiality Agreement", Exhibit H.

AND

- 7.5.4 Contractor shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "Contractor Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit H.

8.0 STANDARD TERMS AND CONDITIONS

8.1 Changes and Amendment of Terms

- 8.1.1 For any change which affects the scope of work, term, Contract Sum, payments, or any term or condition included under this Contract, an Amendment shall be prepared and executed by the Director of DPSS and the Contractor.
- 8.1.2 The County's Board of Supervisors or Chief Executive Officer (CEO) or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors or CEO. To implement such changes, an Amendment to the Contract shall be prepared and executed by the Contractor and by the DPSS Director.
- 8.1.3 The County's Board of Supervisors may, at its sole discretion, authorize extensions of time as defined in Paragraph 4.0 - Term of Contract. The Contractor agrees that such extensions of time shall not change any other term or condition of this Contract during the period of such extensions. To implement an extension of time, an Amendment to the Contract shall be prepared and executed by the Contractor and by the Director of DPSS.
- 8.1.4 County reserves the right to initiate Change Notices and Amendments that do not affect the Contract term, Contract sum, payments, or other material term of the Contract. All such changes shall be accomplished with an executed Change Notice signed by the Contractor and County Project Director.
- 8.1.5 The DPSS Director may prepare and sign Amendments to the Contract without further action by the County's Board of Supervisors under the following conditions:
 - 8.1.5.1 Amendments shall be in compliance with applicable County, State and Federal regulations.
 - 8.1.5.2 DPSS Director may, without further action by the County's Board of Supervisors prepare and sign amendments to this Contract which increase or decrease payments to Contractor which are commensurate with increased or decreased in the units of service being provided under this Contract under the following conditions:

County's total payments to Contractor shall not increase or decrease more than 25% above the

original Contract amount during the term of this Contract.

- 8.1.5.3 DPSS shall obtain the approval of County Counsel and CEO for an amendment to this Contract.
- 8.1.5.4 DPSS Director will file a copy of all amendments with the Executive Office of the County's Board of Supervisors and CEO within fifteen (15) days after execution of each amendment.
- 8.1.5.5 The County's Board of Supervisors and the State of California have appropriated sufficient funds.
- 8.1.5.6 Any increase in any specific administrative fees established under Section 5.0, Contract Sum, shall not exceed 25% annually and must be fully financed by State and Federal funds. Any negotiated contract augmentations shall be for additional units of services or for additional and necessary services that are required in order for Contractor to comply with changes in Federal, State or County requirements.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which the Contractor may have against the County.
- 8.2.2 Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.
- 8.2.3 Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of

same by any entity other than the Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

8.3 AUDIT SETTLEMENT

If, at any time during the term of the Contract or within five (5) years, or longer as may be required by Federal or State law, after the expiration or termination of the Contract, authorized representatives of County conduct an audit of Contractor regarding the services provided to the County hereunder, and if such audit finds that the County's dollar liability for such services is less than payments made by County to the Contractor, then Contractor agrees that the difference, at the Director's discretion, shall be either: 1) repaid forthwith by the Contractor to County by cash payment, or 2) at the County's option, credited against any future payments due by the County, to the Contractor, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for services provided hereunder is more than payments made by the County to the Contractor, then the difference shall be paid to Contractor by the County provided that in no event shall the County's maximum obligation for the Contract exceed the maximum contract amount or funds appropriated by County for the purpose of this Contract.

8.4 AUTHORIZATION WARRANTY

Contractor represents and warrants that the person executing this Contract for the Contractor is an authorized agent who has actual authority to bind the Contractor to each and every term, condition, and obligation of this Contract and that all requirements of the Contractor have been fulfilled to provide such actual authority.

8.5 BUDGET REDUCTIONS

In the event that the County's Board of Supervisors adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. The County's notice to the Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence,

the Contractor shall continue to provide all of the services set forth in this Contract.

8.6 CHILD/ELDER ABUSE/FRAUD REPORTS

8.6.1 Contractor staff working on this Contract shall comply with California Penal Code (hereinafter "PC") Section 11164 et seq. and shall report all known and suspected instances of child abuse to an appropriate child protective agency, as mandated by these code sections. Child abuse reports shall be made by telephone to the Department of Children and Family Services hotline at (800) 540-4000 within three (3) business days and shall submit all required information, in accordance with the PC Code Sections 11166 and 11167.

8.6.2 Contractor staff working on this Contract shall comply with California Welfare and Institutions Code (WIC), Section 15600 et seq. and shall report all known or suspected instances of physical abuse of elders and dependent adults either to an appropriate County adult protective services agency or to a local law enforcement agency, as mandated by these code sections. The Contractor staff working on this Agreement shall make the report on such abuse, and shall submit all required information, in accordance with the WIC Sections 15630, 15633 and 15633.5.

8.6.3 Contractor staff working on this Contract shall also immediately report all suspected or actual welfare fraud situations to the County.

8.7 COLLECTIVE BARGAINING AGREEMENT

To comply with California Department of Social Services Regulations Section 23-610 (d) (22), the Contractor agrees to provide to the County, upon request, a copy of any collective bargaining agreement covering employees providing services under the Contract.

8.8 COMPLAINTS

Contractor shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

8.8.1 Within fifteen (15) business days after contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating and responding to user complaints.

8.8.2 The CCA will review the Contractor's policy and provide the Contractor with approval of said plan or with requested changes.

8.8.3 If the CCA requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within five (5) business days for County approval.

- 8.8.4 If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.
- 8.8.5 Contractor shall preliminarily investigate all complaints and notify the CCA of the status of the investigation within five (5) business days of receiving the complaint.
- 8.8.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.8.7 Copies of all written responses shall be sent to the CCA within five (5) business days of mailing to the complainant.

8.9 COMPLIANCE WITH APPLICABLE LAWS

- 8.9.1 In the performance of this Contract, Contractor shall comply with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.
- 8.9.2 Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph 8.9 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole cost and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including, without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

8.10 COMPLIANCE WITH AUDITOR-CONTROLLER CONTRACT ACCOUNTING AND ADMINISTRATION HANDBOOK

The Los Angeles County Auditor-Controller Contract Accounting and Administration Handbook is incorporated herein by reference and available at www.ladpss.org/dpss/Contracts. Contractor shall comply at a minimum with the requirements set forth in the Contract Accounting and Administration Handbook.

8.11 COMPLIANCE WITH CIVIL RIGHTS LAWS

Contractor shall abide by the provisions of Title VI and Title VII of the Federal Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, the Americans with Disability Act of 1990, WIC Section 1000, California Department of Social Services Manual of Policies and Procedures, Division 21, and other applicable Federal and State laws, rules and regulations to ensure that employment practices and the delivery of social services programs are nondiscriminatory. Under this requirement, Contractor shall not discriminate on the basis of race, color, national origin, ancestry, political affiliation, religion, marital status, sex, age, gender or disability. The Contractor shall sign and adhere to the "Contractor's Nondiscrimination in Services Certification," Exhibit G, hereunder.

In addition, Contractor shall abide by all provisions contained in the Civil Rights Training Handbook. The Civil Rights Training Handbook, which was developed in compliance with the Resolution Agreement between Los Angeles County and the Federal Office for Civil Rights, Department of Health and Human Services, incorporates the Civil Rights requirements of the agreement along with all other mandated federal and State requirements that must be adhered to by DPSS, its contractors and sub-contractors. They include, but are not limited to the following:

- Ensuring that public contact staff attend the mandatory DPSS-provided Civil Rights training;
- Ensuring that notices sent to participants are in their respective primary language;
- Providing interpreters so that DPSS can ensure meaningful access to services for all participants;
- Ensuring that all complaints of discriminatory treatment, including alleged ADA violations, are listed on an internal complaint log;
- Maintaining records and record retention of all Civil Rights related correspondence to participants, including the Civil Rights Complaint Log, and documenting in the records whether language services and ADA accommodations were provided; and

- Collecting data necessary to monitor compliance with Civil Rights requirements.

A copy of the Civil Rights Training Handbook may be obtained by contacting the County Contract Administrator.

8.12 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.12.1 Jury Service Program

This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as Exhibit F and incorporated by reference into and made a part of this Contract.

8.12.2 Written Employee Jury Service Policy

8.12.2.1 Unless Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

8.12.2.2 For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the Contractor. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less

within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any subcontractor to perform services for the County under the Contract, the subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.

8.12.2.3 If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that the Contractor demonstrate, to the County’s satisfaction that the Contractor either continues to remain outside of the Jury Service Program’s definition of “Contractor” and/or that the Contractor continues to qualify for an exception to the Program.

8.12.2.4 Contractor’s violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, in its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County Contracts for a period of time consistent with the seriousness of the breach.

8.13 CONFLICT OF INTEREST

8.13.1 No County employee whose position with the County enables such employee to influence the award of this Contract or any competing contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County’s approval, or ongoing evaluation, of such

work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

8.13.2 Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

8.14 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

8.15 CONSIDERATION OF HIRING GREATER AVENUES FOR INDEPENDENCE (GAIN) OR GENERAL RELIEF OPPORTUNITIES FOR WORK (GROW) PARTICIPANTS FOR EMPLOYMENT

8.15.1 Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. County will refer GAIN/GROW participants by job category to the Contractor.

8.15.2 In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

8.16 CONTRACTOR'S RESPONSIBILITY AND DEBARMENT

8.16.1 Responsible Contractor

A responsible contractor is a contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the Contract. It is the County's policy to conduct business only with responsible contractors.

8.16.2 Chapter 2.202 of the County Code

Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing contracts the Contractor may have with the County.

8.16.3 Non-responsible Contractor

County may debar a contractor if the Board of Supervisors finds, in its discretion, that the contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

8.16.4 Contractor Hearing Board

If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given

an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.16.5 Review of Debarment Determination

If a contractor has been debarred for a period longer than five (5) years, that contractor may, after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the contractor has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the County.

The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

8.16.6 Sub-Contractors of Contractor

These terms shall also apply to sub-contractors of County contractors.

8.17. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its subcontractors, if any, to post this poster in a prominent position in the subcontractor's place of business. Contractor shall notify and provide to its employees a fact sheet regarding the Safely Surrender Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The Fact sheet is set forth in Exhibit J of this Contract and is also available at www.babysafela.org.

8.18 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.18.1 Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

8.18.2 As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support,

pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.19 COUNTY'S QUALITY ASSURANCE PLAN

County or its agent will evaluate the Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the Contractor's compliance with all Contract terms and conditions and performance standards. Contractor deficiencies which the County determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the County and the Contractor. If improvement does not occur consistent with the corrective action measures, the County may terminate this Contract or impose other penalties as specified in this Contract.

8.20 CONTRACTOR'S CERTIFICATION OF BILINGUAL STAFF

Contractor must have a certification process in place to ensure that bilingual staff is proficient in oral and/or written communication in English and in the specified non-English language(s). Upon request, Contractor shall provide County with standards/process used to certify proficiency in bilingual staff.

8.21 COUNTY AUDITING OF CONTRACTOR RECORDS

Upon a minimum of twenty-four (24) hours' written notice, the County may audit, at the Contractor's place of business, any of the Contractor's records pertaining to the Contract, including all documents and information relating to any services provide under this Contract. The Contractor is required to maintain all such records in California until the expiration of five (5) years from the date of final payment under the Contract. Authorized agents of the County shall have access to all such records during normal business hours for the entire period that records are to be maintained.

8.22 COVENANTS AGAINST FEES

Contractor warrants and represents that no person or selling agency has been employed or retained to solicit or secure this Contract upon an agreement or understanding for commission, percentage, brokerage or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained or employed by the Contractor for the purpose of securing business. For breach or violation of this warranty, the County shall have the right to terminate this Contract and recover the full amount of such commission, percentage, brokerage or contingent fee.

8.23 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.23.1 Contractor shall repair, or cause to be repaired, at its own cost,

any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence. However, both the County and Contractor acknowledge that Contractor will not use County facilities, buildings or grounds for the provision of services.

8.24 DISCLOSURE OF INFORMATION

Contractor shall not disclose any details in connection with this Contract to any party, except as may be otherwise provided herein or required by law. However, in recognizing contractor's need to identify its services and related clients to sustain itself, County will not inhibit Contractor from publicizing its role under the Contract within the following conditions:

- 8.24.1 Contractor shall develop all publicity material in a professional manner.
- 8.24.2 During the course of performance on this Contract, the Contractor, its employees, agents, and subcontractors shall not publish or disseminate commercial advertisements, press releases, opinions or feature articles, or other materials, using the name of the County without the prior written consent of the Director. In no event shall Contractor use any material which identifies any individual by name or picture as an applicant for or participant of services provided by DPSS.
- 8.24.3 Contractor may, without prior written permission of the County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided, however, that the requirements of this Section 8.24 all apply.

8.25 DISPUTES

Any disputes between the County and the Contractor regarding the performance of services reflected in the Contract shall be brought to the attention of the CCA. If the CCA is not able to resolve the dispute, it shall be resolved by the DPSS Director or his/her designee, and the Director's or his/her designee's decision shall be final.

8.26 EMPLOYEE SAFETY

Contractor will assure that Contractor's employees:

- Are covered by an effective Injury and Illness Prevention Program; and
- Receive all required general and specific training on employee safety.

8.27 EMPLOYMENT ELIGIBILITY VERIFICATION

- 8.27.1 Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.
- 8.27.2 Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.28 FACSIMILE REPRESENTATIONS

County and the Contractor hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.29 FAIR LABOR STANDARDS

Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

8.30 FISCAL ACCOUNTABILITY

Contractor shall adhere to strict fiscal and accounting standards and must comply with the Cost Principles of the Office of Management and Budget

(OMB) Circular A-87, Cost Principles for States, Local, and Indian tribal Governments; Circular A-122, Cost Principles for Non-Profit Organizations; and Circular A-133, Audits for States, Local Governments and Non-Profit Organizations.

8.31 FORCE MAJEURE

- 8.31.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this Contract, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").
- 8.31.2 Notwithstanding the foregoing, a default by a subcontractor of Contractor shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both Contractor and such subcontractor, and without any fault or negligence of either of them. In such case, Contractor shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "subcontractor" and "subcontractors" mean subcontractors at any tier.
- 8.31.3 In the event Contractor's failure to perform arises out of a force majeure event, Contractor agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.32 GOVERNMENT OBSERVATIONS

Federal, State, County and/or research personnel, in addition to departmental Contracting staff, may observe performance, activities, or review documents required under this Contract at any time during normal working hours. However, these personnel may not unreasonably interfere with the Contractor performance.

8.33 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. Any reference to a specific statute, regulation, or other law is deemed to include a reference to any amendment thereto as of the effective date of such amendment, further, this Contract

shall be consistent with, any amendment to any applicable statute, regulation, or any other law which occurs after the effective date of the Contract. Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

8.34 INDEMNIFICATION

Contractor shall indemnify, defend and hold harmless the County, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expensed (including attorney and expert witness fees), arising from or connected with the Contractor's acts and/or omissions arising from and/or relating to this Contract.

8.35 INDEPENDENT CONTRACTOR STATUS

8.35.1 This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

8.35.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

8.35.3 Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

8.35.4 Contractor shall adhere to the provisions stated in sub-paragraph 7.5 - Confidentiality.

8.36 GENERAL PROVISIONS FOR ALL INSURANCE COVERAGE

Without limiting Contractor's indemnification of County, and in the performance of this Contract and until all of its obligations pursuant to this

Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in Sections 8.36 and 8.37 of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other Contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

Evidence of Coverage and Notice to County

- Certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to County at the address shown below and provided prior to commencing services under this Contract.
- Renewal Certificates shall be provided to County not less than 10 days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.
- Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the Contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000.00) dollars, and list any County required endorsement forms.
- Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles
Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746-3411
Attention: _____, County Contract Administrator

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

Additional Insured Status and Scope of Coverage

The County of Los Angeles, its Special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Insurance provisions herein.

Cancellation of or Changes in Insurance

Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

Failure to Maintain Insurance

Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

Insurer Financial Ratings

Coverage shall be placed with insurers acceptable to the County with A.M. Best ratings of not less than A: VII unless otherwise approved by County.

Contractor's Insurance Shall Be Primary

Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

Waivers of Subrogation

To the fullest extent permitted by law, Contractor hereby waives its rights and its insurer(s)' rights of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to affect such waiver.

Sub-Contractor Insurance Coverage Requirements

Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

Deductibles and Self-Insured Retentions (SIRs)

Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or eliminate policy deductibles and SIRs as it respects to the County, or to provide a bond guaranteeing contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

Claims Made Coverage

If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such

coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

Application of Excess Liability Coverage

Contractors may use a combination of primary and excess insurance policies which provide coverage as broad as the underlying primary policies, to satisfy the Required Insurance provisions.

Separation of Insureds

All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

Alternative Risk Financing Programs

County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

County Review and Approval of Insurance Requirements

County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County’s determination of changes in risk exposures.

8.37 INSURANCE COVERAGE

8.37.1 **Commercial General Liability** insurance (providing scope of coverage equivalent to ISO policy form CG 00 01), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.37.2 **Automobile Liability** insurance (providing scope of coverage equivalent to ISO policy form CA 00 01) with limits of not less than \$1 million for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor’s use of autos pursuant to

this Contract, including owned, leased, hired, and/or non-owned autos, as each may be applicable.

- 8.37.3 **Workers Compensation and Employers' Liability** insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than \$1 million per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage also shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.
- 8.37.4 **Sexual Misconduct Liability** Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than \$2 million per claim and \$2 million aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

8.38 LIQUIDATED DAMAGES

- 8.38.1 If, in the judgment of the DPSS Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the DPSS Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the DPSS Director, or his/her designee, in a written notice describing the reasons for said action.
- 8.38.2 If the DPSS Director, or his/her designee, determines that there are deficiencies in the performance of this Contract that the DPSS Director, or his/her designee, deems are correctable by the Contractor over a certain time span, the DPSS Director, or his/her designee, will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should Contractor fail

to correct deficiencies within said time frame, the DPSS Director, or his/her designee, may:

- a. Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- b. Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages shall be that which is specified in Technical Exhibit A-2, Performance Requirements Summary (PRS) Chart, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the County's payment to the Contractor; and/or
- c. Upon giving five (5) days notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

8.38.3 The action noted in sub-paragraph 8.38.2 shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

8.38.4 This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.38.2, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

8.39 LIMITATION OF COUNTY'S OBLIGATION DUE TO NON-APPROPRIATION OF FUNDS

8.39.1 County's obligation is payable only and solely from funds appropriated for the purpose of this Contract.

8.39.2 Notwithstanding any other provision of this Contract, this Contract shall be effective and binding upon the parties only in the event that sufficient funds for the purpose hereof are appropriated by the State and by the County Board of Supervisors.

8.39.3 County shall immediately notify County in writing of such non-appropriation at the earliest possible date.

8.39.4 In the event of non-appropriation of funds, procedures in Termination for Convenience of County, Section 8.62 shall apply.

8.40 MOST FAVORED PUBLIC ENTITY

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

8.41 NONDISCRIMINATION AND AFFIRMATIVE ACTION

8.41.1 Contractor certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations.

8.41.2 Contractor shall certify to, and comply with, the provisions of Exhibit C - Contractor's EEO Certification.

8.41.3 The Contractor shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.

8.41.4 Contractor certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.

8.41.5 Contractor certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.

- 8.41.6 Contractor shall allow County representatives access to the Contractor's employment records during regular business hours to verify compliance with the provisions of this Subsection 8.41 when so requested by the County.
- 8.41.7 If the County finds that any provisions of this Subsection 8.41 have been violated, such violation shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract. While the County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity Commission that the Contractor has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the County that the Contractor has violated the anti-discrimination provisions of this Contract.
- 8.41.8 The parties agree that in the event the Contractor violates any of the anti-discrimination provisions of this Contract, the County shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.42 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the County from acquiring similar, equal or like goods and/or services from other entities or sources.

8.43 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.44 NOTICE OF DISPUTES

Contractor shall bring to the attention of the CCA and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Director or the County's Contract Administrator is not able to resolve the dispute, the DPSS Director, or designee shall resolve it.

8.45 NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT

Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015. For more information see "Internal Revenue Service Notice" set forth in Exhibit K of this Contract.

8.46 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in Exhibit J of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.47 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in Exhibits D - County's Administration and E - Contractor's Administration. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The CCA shall have the authority to issue all notices or demands required or permitted by the County under this Contract.

8.48 OWNERSHIP OF DATA/EQUIPMENT

- 8.48.1 County shall be the sole owner of all rights, titles and interest in any and all materials, software, software documentation, software tools, techniques, plans, reports, data and information which have been prepared, developed or maintained by Contractor pursuant to this Contract.
- 8.48.2 County shall be sole owner of any equipment, including but not limited to, all computer hardware and software purchased under this Contract by Contractor or by County, which Contractor will use to fulfill its responsibilities pursuant to this Contract.
- 8.48.3 Contractor shall indemnify, hold harmless and defend County from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising

from or related to the operation and utilization of the Contractor's work under this Contract. County shall inform the Contractor as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the Contractor's defense and settlement thereof.

8.48.4 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that County's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the Contractor, at its sole expense, and providing that County's continued use of the system is not materially impeded, shall either:

- Procure for County all rights to continued use of the questioned equipment, part, or software product; or
- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

8.49 PERFORMANCE REQUIREMENTS

If Contractor fails to meet the Contract requirements as specified in Technical Exhibit A-1, Performance Requirements Summary (PRS) hereunder, County may take actions specified in the PRS for deficiencies and failures of performance. Failure of Contractor to take corrective action to cure Contract discrepancies within the time frames stated in the PRS may result in the County applying the provisions of Section 8.63, Termination for Contractor's Default. This Section 8.49, shall not in any manner restrict or limit County's right to terminate this Contract for Convenience per Section 8.62.

8.50 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.51 PROPRIETARY RIGHTS

All materials, data and other information of any kind obtained from County and all materials, data, reports and other information of any kind developed by Contractor under this Contract are confidential to and are solely the property of County. Contractor shall take all necessary measures to protect

the security and confidentiality of all such materials, data, reports and information. The provisions of the sub-section 8.51, shall survive the expiration of other termination of this Contract.

8.51.1 Recognizing that County has no way to safeguard trade secrets or proprietary information, Contractor shall, and does, hereby keep and hold County harmless from all damages, costs, and expensed by reason of any disclosure by County of trade secrets and proprietary information. County shall not require Contractor to provide any technical information that is proprietary to it, except as is requested by County to successfully complete the services under the Contract.

8.51.2 County shall not require Contractor to provide any information that is proprietary to it; provided, however, that if County requests Contractor proprietary information in order to successfully complete the services under this Contract, Contractor shall mark such information "PROPRIETARY" and County shall limit reproduction and distribution to the minimum extent consistent with County's need for such information, and, when County no longer needs such information, but in no event later than expiration or other termination of this Contract, County shall either (1) cause all copies of such information to be returned to Contractor, or (2) certify to Contractor that all copies of such information have been destroyed.

8.52 PUBLIC RECORDS ACT

8.52.1 Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to sub-paragraph 8.54 - Record Retention and Inspection/Audit Settlement of this Contract become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.52.2 In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all

costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.53 PUBLICITY

8.53.1 Contractor shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the Contractor's need to identify its services and related clients to sustain itself, the County shall not inhibit the Contractor from publishing its role under this Contract within the following conditions:

- Contractor shall develop all publicity material in a professional manner; and
- During the term of this Contract, Contractor shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the County without the prior written consent of the County's Project Director. The County shall not unreasonably withhold written consent.

8.53.2 Contractor may, without the prior written consent of County, indicate in its proposals and sales materials that it has been awarded this Contract with the County of Los Angeles, provided that the requirements of this sub-paragraph 8.53 shall apply.

8.54 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

Contractor shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The Contractor shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The Contractor agrees that the County, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the Contractor and shall be made available to the County during the term of this Contract and for a minimum period of five (5) years, or longer as may be required by Federal or State law, thereafter unless the County's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other

costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.54.1 In the event that an audit of the Contractor is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the Contractor or otherwise, then the Contractor shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the Contractor's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the County shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.54.2 Failure on the part of the Contractor to comply with any of the provisions of this sub-paragraph 8.54 shall constitute a material breach of this Contract upon which the County may terminate or suspend this Contract.
- 8.54.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the County conduct an audit of the Contractor regarding the work performed under this Contract, and if such audit finds that the County's dollar liability for any such work is less than payments made by the County to the Contractor, then the difference shall be either: a) repaid by the Contractor to the County by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the Contractor from the County, whether under this Contract or otherwise. If such audit finds that the County's dollar liability for such work is more than the payments made by the County to the Contractor, then the difference shall be paid to the Contractor by the County by cash payment, provided that in no event shall the County's maximum obligation for this Contract exceed the funds appropriated by the County for the purpose of this Contract.

8.55 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the County landfills, the Contractor agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.56 REMOVAL OF UNSATISFACTORY PERSONNEL

County shall have the right, at its sole discretion, to require the Contractor to remove any employee from the performance of services under this Contract. At the request of the County, Contractor shall immediately replace said personnel.

8.57 RULES AND REGULATIONS

During the time that Contractor's employees or agents are at County facilities, such persons shall be subject to the rules and regulations of County facilities. It is the responsibility of Contractor to acquaint such persons, who are to provide services, with such rules and regulations. In the event that the County determines that an employee of Contractor has violated any applicable rule or regulation, the Director or designee shall notify Contractor and Contractor shall undertake such remedial or disciplinary measures as Contractor determines appropriate. If the problem is not thereby corrected, then Contractor shall permanently withdraw any of its employees from the provision of services upon receipt of written notice from Director or designee that:

1. Such employee has violated such rules or regulations; or
2. Such employee's actions, while on County premises, indicate that the employee may adversely affect the delivery of County services. Upon removal of any employee, Contractor shall immediately replace the employee and continue services hereunder.

8.58 SHRED DOCUMENTS

Contractor shall ensure that all confidential documents/papers, as defined under State law (including, but not limited to Welfare & Institutions Code Sections 10850, 17006) relating to this Contract must be shredded and not put in trash containers when Contractor disposes of these documents/papers. All documents/papers to be shredded are to be placed in a locked or secured container/bin/box and labeled "shred" until they are destroyed. No confidential documents/papers are to be recycled. Documents for record and retention purposes in accordance with subsection 8.54 of this Contract are to be maintained for a minimum period of five (5) years, or longer as may be required by Federal or State law.

8.59 SUBCONTRACTING

8.59.1 The requirements of this Contract may not be subcontracted by the Contractor without the advance approval of the County. Any attempt by the Contractor to subcontract without the prior consent of the County may be deemed a material breach of this Contract. If the Contractor desires to subcontract, the Contractor shall provide the following information promptly at the County's request:

- A description of the work to be performed by the Subcontractor;
- A draft copy of the proposed subcontract; and
- Other pertinent information and/or certifications requested by the County.

- 8.59.2 Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.
- 8.59.3 Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.
- 8.59.4 County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.
- 8.59.5 County's Contract Project Director is authorized to act for and on behalf of the County with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the County, Contractor shall forward a fully executed subcontract to the County for their files.
- 8.59.6 Contractor shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the County's consent to subcontract.
- 8.59.7 Contractor shall obtain certificates of insurance, which establish that the subcontractor maintains all the programs of insurance required by the County from each approved subcontractor. The Contractor shall ensure delivery of all such documents to the following contact/address before any subcontractor employee may perform any work hereunder:

Department of Public Social Services
Contract Management Division
12900 Crossroads Parkway South, 2nd Floor
City of Industry, CA 91746-3411
Attn: _____, County Contract Administrator

- 8.59.8 In the event that the County consents to subcontracting, Contractor shall include in all subcontracts, the following provision: "This Contract is a subcontract under the terms of a prime Contract with the County of Los Angeles. All representations and warranties shall inure to the benefit of the County of Los Angeles".

8.60 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the Contractor to maintain compliance with the requirements set forth in sub-paragraph 8.14 - Contractor's Warranty of Adherence to County's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to sub-paragraph 8.64 - Termination for Default and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

8.61 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Failure of Contractor to maintain compliance with the requirements set forth in subsection 8.71 "Warranty of Compliance with County's Defaulted Property Tax Reduction Program" shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

8.62 TERMINATION FOR CONVENIENCE OF COUNTY

8.62.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the County to be in its best interest. Termination of work hereunder shall be effected by delivery of notice of termination to the Contractor specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than thirty (30) days after the notice is sent.

8.62.2 After receipt of a notice of termination and except as otherwise directed by the County, the Contractor shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and
- Complete performance of such part of the work as shall not have been terminated by such notice.

8.62.3 For a minimum period of five (5) years, or longer as may be required by Federal or State law, after final settlement under this Contract, Contractor shall make available to the County, at all

reasonable times, all its books, records, documents, or other evidence bearing on the costs and expenses of the Contractor under this Contract with respect to the termination of work hereunder. All such material shall be maintained by the Contractor at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the County's option, the Contractor shall pay the County for travel, per diem, and other costs incurred by the County to examine, audit, excerpt, copy, or transcribe such material at such other location.

8.63 TERMINATION FOR DEFAULT

8.63.1 County may, by written notice to the Contractor, terminate the whole or any part of this Contract, if, in the judgment of County's Project Director:

- Contractor has materially breached this Contract; or
- Contractor fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- Contractor fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the County may authorize in writing) after receipt of written notice from the County specifying such failure.

8.63.2 In the event that the County terminates this Contract in whole or in part as provided in sub-paragraph 8.63.1, the County may procure, upon such terms and in such manner as the County may deem appropriate, goods and services similar to those so terminated. The Contractor shall be liable to the County for any and all excess costs incurred by the County, as determined by the County, for such similar goods and services. The Contractor shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.63.3 Except with respect to defaults of any Subcontractor, the Contractor shall not be liable for any such excess costs of the type identified in sub-paragraph 8.63.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not limited to: acts of God or of the public enemy, acts of the County in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault

or negligence of the Contractor. If the failure to perform is caused by the default of a subcontractor, and if such default arises out of causes beyond the control of both the Contractor and subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required performance schedule. As used in this sub-paragraph, the term "Subcontractor(s)" means Subcontractor(s) at any tier.

- 8.63.4 If, after the County has given notice of termination under the provisions of this sub-paragraph 8.63, it is determined by the County that the Contractor was not in default under the provisions of this sub-paragraph 8.63, or that the default was excusable under the provisions of sub-paragraph 8.63, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.62 - Termination for Convenience.
- 8.63.5 The rights and remedies of the County provided in this sub-paragraph 8.63 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.64 TERMINATION FOR IMPROPER CONSIDERATION

- 8.64.1 County may, by written notice to the Contractor, immediately terminate the right of the Contractor to proceed under this Contract if it is found that consideration, in any form, was offered or given by the Contractor, either directly or through an intermediary, to any County officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the Contractor's performance pursuant to this Contract. In the event of such termination, the County shall be entitled to pursue the same remedies against the Contractor as it could pursue in the event of default by the Contractor.
- 8.64.2 Contractor shall immediately report any attempt by a County officer or employee to solicit such improper consideration. The report shall be made either to the County manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.
- 8.64.3 Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

8.65 TERMINATION FOR INSOLVENCY

8.65.1 County may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the Contractor. The Contractor shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the Contractor is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the Contractor under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the Contractor; or
- The execution by the Contractor of a general assignment for the benefit of creditors.

8.65.2 The rights and remedies of the County provided in this subparagraph 8.65 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.66 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the County may in its sole discretion, immediately terminate or suspend this Contract.

8.67 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

8.68 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.69 WAIVER

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.70 WARRANTY AGAINST CONTINGENT FEES

8.70.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

8.70.2 For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

8.71 WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through Contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

8.72 CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The

“Nonprofit Integrity Act of 2004” (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring contractors to complete the Charitable Contributions Certification, Exhibit I, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either Contract termination or debarment proceedings or both. (County Code Chapter 2.202)

IN WITNESS WHEREOF, Contractor has executed this Contract and the County of Los Angeles, has by order of its Board of Supervisors, caused this Contract to be executed on its behalf by the Director of the Department of Public Social Services on the date and year first above written.

CONTRACTOR

COUNTY OF LOS ANGELES
Department of Public Social Services

By _____
Name

By _____
Sheryl L. Spiller, Acting Director

Executive Director

Tax Identification Number

APPROVED AS TO FORM FOR COUNTY:

BY THE OFFICE OF COUNTY COUNSEL
ANDREA SHERIDAN ORDIN
COUNTY COUNSEL

By _____
David Beaudet
Senior Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

AND

TECHNICAL EXHIBITS

STATEMENT OF WORK

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PREAMBLE

For over a decade, the County has collaborated with its community partners to enhance the capacity of the health and human services system to improve the lives of children and families. These efforts require, as a fundamental expectation, that the County's Contracting partners share the County and community's commitment to provide health and human services that support achievement of the County's vision, goals, values, and adopted outcomes. Key to these efforts is the integration of service delivery systems and the adoption of the Customer Service and Satisfaction Standards.

The County of Los Angeles' Vision is to improve the quality of life in the County by providing responsive, efficient, and high quality public services that promote the self-sufficiency, well-being and prosperity of individuals, families, business and communities. This philosophy of teamwork and collaboration is anchored in the shared values of:

- Responsiveness
- Integrity
- Professionalism
- Commitment
- Accountability
- A Can-Do-Attitude
- Compassion
- Respect for Diversity

These shared values are encompassed in the County Mission to enrich lives through effective and caring service and the County Strategic Plan's eight goals: 1) Service Excellence; 2) Workforce Excellence; 3) Organizational Effectiveness; 4) Fiscal Responsibility; 5) Children and Families' Well-Being; 6) Community Services; 7) Health and Mental Health; and 8) Public Safety. Improving the well-being of children and families requires coordination, collaboration, and integration of services across functional and jurisdictional boundaries, by and between County departments/agencies, and community and Contracting partners.

The basic conditions that represent the well-being we seek for all children and families in Los Angeles County are delineated in the following five outcomes, adopted by the Board of Supervisors in January 1993.

- Good Health;
- Economic Well-Being;
- Safety and Survival;
- Emotional and Social Well-Being; and
- Education and Workforce Readiness.

Recognizing no single strategy - in isolation – can achieve the County's outcomes of well-being for children and families, consensus has emerged among County and community leaders that making substantial improvements in integrating the County's health and human services system is necessary to significantly move toward achieving these outcomes. The County has also established the following values and goals for guiding this effort to integrate the health and human services delivery system;

- ✓ Families are treated with respect in every encounter they have with the health, educational, and social services systems.

- ✓ Families can easily access a broad range of services to address their needs, build on their strengths, and achieve their goals.
- ✓ There is no “wrong door”: wherever a family enters the system is the right place.
- ✓ Families receive services tailored to their unique situations and needs.
- ✓ Service providers and advocates involve families in the process of determining service plans, and proactively provide families with coordinated and comprehensive information, services, and resources.
- ✓ The County service system is flexible, able to respond to service demands for both the Countywide population and specific population groups.
- ✓ The County service system acts to strengthen communities, recognizing that just as individuals live in families, families live in communities.
- ✓ In supporting families and communities, County agencies work seamlessly with public and private service providers, community-based organizations, and other community partners.
- ✓ County agencies and their partners work together seamlessly to demonstrate substantial progress towards making the system more strength-based, family-focused, culturally-competent, accessible, user-friendly, responsive, cohesive, efficient, professional, and accountable.
- ✓ County agencies and their partners focus on administrative and operational enhancements to optimize the sharing of information, resources, and best practices while also protecting the privacy rights of families.
- ✓ County agencies and their partners pursue multi-disciplinary service delivery, a single service plan, staff development opportunities, infrastructure enhancements, customer service and satisfaction evaluation, and revenue maximization.
- ✓ County agencies and their partners create incentives to reinforce the direction toward service and satisfaction evaluation, and revenue maximization.
- ✓ The County human service system embraces a commitment to the disciplined pursuit of results accountability across systems. Specifically, any strategy designed to improve the County human services system for children and families should ultimately be judged by whether it helps achieve the County’s five outcomes for children and families: good health, economic well-being, safety and survival, emotional and social well-being, and education and workforce readiness.
- ✓ The County, its clients, Contracting partners, and the community will continue to work together to develop ways to make County services more accessible, customer friendly, better integrated, and outcome-focused. Several departments

have identified shared themes in their strategic plans for achieving these goals including: making an effort to become more consumer/client-focused; valuing community partnerships and collaborations; emphasizing values and integrity; and using a strength-based and multi-disciplinary team approach. County departments are also working to provide the Board of Supervisors and the community with a better understanding of how resources are being utilized, how well services are being provided, and what are the results of the services: is anyone better off?

- ✓ The County of Los Angeles health and human service departments and their partners are working together to achieve the following ***Customer Service And Satisfaction Standards*** in support of improving outcomes for children and families.

Personal Service Delivery

The service delivery team – staff and volunteers – will treat customers and each other with courtesy, dignity, and respect.

- Introduce themselves by name;
- Listen carefully and patiently to customers;
- Be responsive to cultural and linguistic needs;
- Explain procedures clearly; and
- Build on the strengths of families and communities.

Service Access

Service providers will work proactively to facilitate customer access to services.

- Provide services as promptly possible;
- Provide clear directions and service information;
- Outreach to the community and promote available services;
- Involve families in service plan development; and
- Follow-up to ensure appropriate delivery of services.

Service Environment

Service providers will deliver services in a clean, safe, and welcoming environment, which supports the effective delivery of services.

- Ensure a safe environment;
- Ensure a professional atmosphere;
- Display vision, mission, and value statements;
- Provide a clean and comfortable waiting area;
- Ensure privacy; and
- Post complaint and appeals procedures.

The basis for all County health and human services Contracts is the provision of the highest level of quality services that support improved outcomes for children and families. The County and its contracting partners must work together and share a commitment to achieve a common vision, goals, outcomes, and standards for providing services.

STATEMENT OF WORK

1.0 SCOPE OF WORK

1.1 Overview

Contractor shall provide adjustment of alien status and citizenship application services to refugees that are 60 years old or over residing in the County of Los Angeles. Contractor shall be classified as a resettlement agency in the County of Los Angeles who is an affiliate with one of the national volunteer agencies and are signers to reception and placement cooperative agreements with the U. S. Department of State, Bureau of Population, Refugees and Migration (PRM). Contractor shall be certified by the Board of Immigration Appeals to assist and represent refugees during the application process.

2.0 QUALITY CONTROL

Contractor shall establish and utilize a comprehensive Quality Control Plan (QCP) to assure County a consistently high level of service throughout the term of this Contract. The QCP, which is subject to approval or rejection by County, shall be submitted to the CCA on the Contract start date, with revisions submitted as changes occur. Revisions will be due within 10 business days of CCA's request. The QCP shall include, but is not limited to, the following;

- 2.1 Method of assuring that staff rendering services under the Contract has the necessary qualifications;
- 2.2 Method and frequency of monitoring to ensure that Contract requirements are being met;
- 2.3 Method for monitoring and evaluating work performed, including subcontractors' performance;
- 2.4 Method for identifying and preventing deficiencies in the quality of service before the level of performance becomes unacceptable;
- 2.5 Record of all inspections and problem resolutions conducted by Contractor, the corrective action taken, the time a problem is first identified, a clear description of the problem and the time elapsed between identification of the problem and completed corrective action. Said record shall be provided to County upon request;
- 2.6 Method for continuing to provide services to the County in the event of a strike, or other labor action, of Contractor's or subcontractors' employees;
- 2.7 Method for safeguarding the integrity of the County's AASCAS Program by actively preventing against all forms of fraud.

3.0 RESPONSIBILITIES

The County's and the Contractor's responsibilities are as follows:

CONTRACTOR

3.1 Key Contractor Personnel

Contractor shall provide staff who have the necessary professional background, experience and expertise to provide the services required in this Statement of Work. All personnel shall be qualified in accordance with all Federal, State and local laws, ordinances, regulations and requirements applicable hereto. Contractor shall recruit and maintain sufficient staff for ongoing provision of services.

3.1.1 Contract Manager

Contractor shall provide a Contract Manager and alternate who will act as liaison with County and be responsible for the overall management and coordination of this Contract. The Contract Manager and alternate shall be identified, in writing, prior to Contract start-up and at anytime thereafter when a change of Contract Manager or alternate is made. Contract Manager and alternate is responsible for the oversight, negotiation and compliance aspects of this Contract. The Contract Manager, or alternate designated in writing to act on Contractor's behalf, shall respond to inquiries within twenty-four (24) hours of verbal notice from CCA or alternate, excluding weekends and holidays.

The Contract Manager or alternate shall have full authority to act for the Contractor on all Contract matters relating to the daily operation, management, coordination and compliance matters associated with this Contract.

The Contract Manager and alternate shall:

- 3.1.1.1 Be available between 8:00 a.m. and 5:00 p.m., Monday through Friday, excluding County holidays;
- 3.1.1.2 Be able to read, write, speak, and understand English fluently;
- 3.1.1.3 Shall respond to all inquiries from CCA within 24 hours, excluding holidays and weekends;
- 3.1.1.4 Be qualified to ensure all qualified professionals and clerical personnel, including bilingual staff; complete the required tasks of this Contract;

3.1.2 Contractor Staff

3.1.2.1 Contractor shall ensure there is sufficient staff with professional background, experience and expertise to provide the services required in this Statement of Work;

3.1.2.2 Contractor staff shall be qualified in accordance with all Federal, State and local laws, ordinances, regulations and requirements applicable hereto.

3.1.3 Hours of Operation

Contractor shall be available to provide AASCAS services Monday through Friday from 8:00 a.m. through 5:00 p.m., excluding County holidays, or as otherwise expressed by the County.

COUNTY

3.2 Key County Personnel

3.2.1 County Contract Administrator (CCA)

County will designate one (1) person who will act as the County Contract Administrator (CCA) for the County on all policies, procedures, requirements, performance, and information pertaining to the Contract. Specifically, the CCA or alternate shall:

3.2.1.1 Have full authority to monitor Contractor's performance in the daily operation of this Contract, and for confirming that the technical standards and requirements of the Contract are met.

3.2.1.2 Provide direction to the Contractor in areas relating to policy, information and procedural requirements. The CCA shall negotiate with Contractor on changes in service requirements according to Section 8.0, subsection 8.1, Changes and Amendment Notices.

3.2.1.3 The CCA is not authorized to make any changes in the terms and conditions of the Contract and is not authorized to obligate Los Angeles County in any way whatsoever.

3.2.1.4 DPSS will inform Contractor of the name, address and telephone number of the CCA, in writing, at the time the Contract is awarded, and at any time thereafter a change of CCA is made.

3.2.2 Contract Program Monitor (CPM)

County shall provide a Contract Program Monitor (CPM) that may monitor all provisions under the Contract. Monitoring may include Administrative Monitoring primarily involving with the Contract's terms and conditions, Fiscal Monitoring related to the Contract's terms and conditions, Fiscal Monitoring related to the Contract's fiscal provisions, and Service Delivery Monitoring related to the Contract's Statement of Work and Performance Requirements Standards.

3.2.3 Training

County will provide the following trainings:

- Civil Rights Training; and
- Any additional trainings that become mandatory for Contractor staff, as deemed necessary by the County.

3.3 Quality Assurance Evaluator (QAE)

The County will designate one (1) CPM who will act as a QAE for the County on all services, requirements, and deliverables pertinent to the Contract and will monitor the Contractor's performance under the Contract using the quality assurance procedures established in Attachment A, Technical Exhibit A-1, Performance Requirement Summary, or any other procedures that may be necessary to ascertain that the Contractor is in compliance with this Contract. Specifically, the QAE/CPM shall:

- Ensure that services, requirements and deliverables of the Contract are met and evaluate the Contractor's performance under this Contract;
- Advise the CCA as to the Contractor's performance in areas relating to services, requirements, and deliverables;
- Not be authorized to make any changes in the terms and conditions of this Contract or to obligate the County in any way whatsoever;
- Inform the Contractor of the name, address, and telephone number of the QAE, in writing, at the time this Contract is awarded and at any time thereafter a change of QAE is made; and
- The QAE is responsible for the quality monitoring of Contractor's performance.

4.0 **FURNISHED ITEMS**

CONTRACTOR

- 4.1 Contractor shall provide training, materials, supplies, and equipment necessary to perform all services required by this Statement of Work and adhere to all requirements imposed on the Contractor by the Contract to its employees. The Contractor shall also provide office-related items such

as personal computers, printers and monitors, fax machines, photocopy machines, video tape players and monitors and other program-related items, as required by the County. Any equipment purchased with Contract funds will be considered County property. All purchases must have prior approval by County and be reported to the County for tracking purposes.

- 4.2 Contractor shall post in Contractor facility, where they are easily accessible to employees and participants, Equal Employment Opportunity (EEO), State-approved Nondiscrimination in Services Notices, and any other required notices, per instruction of the CCA. Contractor may obtain EEO notices from:

U.S. Equal Employment Opportunity Commission
255 East Temple Street, 4th Floor
Los Angeles, California 90012

COUNTY

- 4.3 County shall provide Contractor with the following forms:

- Transportation Stipend Issuance (Technical Exhibit A-7)
- flyer (Technical Exhibit A-8) (a substitute is permitted as developed by Contractor with prior written approval of County).

- 4.4 County may add additional mandatory trainings of all Contractor staff, as deemed necessary by the County.

- 4.5 Additionally, County shall supply to the Contractor the following materials:

- DPSS Operations Handbook, Section 21, Civil Rights Program, Civil Rights Handbook and Desk Reference Guide;
- Los Angeles County Auditor-Controller Handbook;
- List of County-observed Holidays.

5.0 REPORTING AND RECORD KEEPING

Contractor shall make reports as may be required by the County concerning its activities as they affect the Contract duties and purposes contained herein. The Contractor shall complete a Monthly Management Report (MMR) and a Participant Sign-in sheet, in the manner as described herein. The MMR and the Participant Sign-in sheet shall be submitted with the monthly invoice by the 10th calendar day of each month succeeding the service month. The MMR shall contain information as stated in section 5.3 below.

- 5.1 Contractor must keep and update data (via a Microsoft Excel spreadsheet) of refugees who received services. Contractor shall ensure the spreadsheet includes the following columns:

- Refugee Name;
- Refugee date of birth;

- I-94 and/or I-551 Number;
 - Amount of transportation cost issued;
 - Appointment date;
 - Date of AASCAS Request for Services;
 - Specific service rendered;
 - Date application submitted to USCIS regional office;
 - Confirmation receipt date from USCIS; and
 - Date of status change granted by USCIS.
- 5.2 Contractor shall submit an MMR to DPSS by the 10th of each month for services rendered (Technical Exhibit A-5). Contractor shall ensure the MMR includes the following information:
- Agency Name;
 - Service Month and Year;
 - Total Number of Refugees served;
 - Total number of adjustment of status applications submitted to USCIS;
 - Total number of application for citizenship submitted to USCIS.
- 5.3 Contractor shall submit a monthly invoice by the 10th of each month for services rendered. Contractor is to ensure that the invoice includes all fees for services and transportation acquired for the billing month is included. Contractor is to use Technical Exhibit A-4, Monthly Invoice Report.
- 5.4 Contractor shall submit a Participant Sign-in sheet (Technical Exhibit A-6) with the MMR (Technical Exhibit A-5) and Monthly Invoice (Technical Exhibit A-4) by the 10th of each month. The sign-in sheet shall state the date of service, the name of each participating refugee printed along with their signature and the last four (4) numbers of their Social Security Number.
- 5.5 Contractor shall submit a monthly Transportation Stipend Issuance Form with the date, name and last four (4) numbers of the participants Social Security number that receive the \$75.00 stipend. (Technical Exhibit A-7). This log is to be submitted along with the MMR and Monthly Invoice by the 10th of each month.
- 5.6 Case Files
- Contractor shall maintain a physical case file for all interviewed and eligible senior refugees. The case file shall contain the following required information:
- 5.6.1 Copy of AASCAS Request for Services form;
 - 5.6.2 Date of initial interview and date services were rendered;
 - 5.6.3 Date applications were submitted to USCIS;

- 5.6.4 Date confirmation was received from USCIS indicating that the I-94 and/or N-400 was received by them;
- 5.6.5 Documentation/comments by the refugee worker assisting the participant. The worker must date and initial their comments on the documentation sheet.

6.0 SPECIFIC TASKS

Contractor shall be responsible for completing the following tasks and deliverables listed below:

6.1 INTAKE

Contractor shall set appointment to meet with refugee participant to determine eligibility for services.

6.1.1 Contractor shall review the original I-94 (Arrival – Departure Record) or I-551 (Permanent Resident Card/"Green Card") to determine eligibility.

6.1.2 Contractor shall obtain proof of the refugee's date of birth and Social Security Number(s).

6.1.3 Contractor shall ensure refugee is 60 years old or older.

6.2 PROGRAM ACTIVITIES

6.2.1 Contractor will assist eligible refugee participants with the completion of the adjustment of status application (I-485) and/or the citizenship application (N-400).

6.2.2 Contractor shall review the completed I-485 and/or N-400 with the participant to ensure accuracy and completeness.

6.2.3 Contractor shall complete the AASCAS Request for Services form; this form is to be kept in the case file.

6.2.4 Contractor is to maintain a case file for all persons interviewed. Copies of all reviewed documents are to be kept in the case file for documentation and monitoring purposes.

6.2.5 Contractor shall submit the completed application to the USCIS regional office. Contractor shall submit applications to USCIS via U.S. mail with a request for a Return Receipt within two (2) work days of completion. The application shall be considered complete when all necessary documentation has been collected, and all required forms have been signed by the applicant.

6.2.6 Contractor is to obtain confirmation of receipt from the USCIS.

6.3 ISSUANCES

Contractor will provide a one-time \$75.00 transportation stipend to each senior refugee who requests services and once they have been deemed eligible.

- 6.3.1 The \$75.00 stipend is based on the highest regular MTA monthly bus pass rate.
- 6.3.2 The actual transportation may occur over 2-3 months.
- 6.3.3 Possible transportation services utilized by participants include:
 - Bus;
 - Private vehicle;
 - Taxi or shuttle
- 6.3.4 Contractor shall document receipt of the \$75.00 stipend received by each participant for transportation. Participants will not be required to provide actual receipts for expenses.
- 6.3.5 At the request of eligible participants, Contractor shall refer the participant to other appropriate services, such as English Second Language (ESL) classes and citizenship preparation classes.

6.4 PAYMENTS

Contractor services are deemed rendered when the I-485 or N-400 has been submitted to USCIS via U.S. Mail.

- 6.4.1 Contractor maximum payment for services rendered shall not exceed \$206.90.
- 6.4.2 The maximum payment includes the following:
 - 6.4.2.1 Agency fee of \$125.00 per participant;
 - 6.4.2.2 Transportation stipend of \$75 per participant; and
 - 6.4.2.3 Postage for mailing participants' application packets/envelopes to USCIS will be reimbursed at actual cost for sending them certified and with a request for return receipt, not to exceed \$6.90.
- 6.4.3 Payments will not be approved prior to County receiving invoice with all required back-up documentation.

6.5 OUTREACH

Contractor shall conduct two (2) community outreach activities per month to inform the community of the services available to refugees. This can be conducted by circulating flyers, informational presentations and workshops at community centers, etc. Contractor is to document the type of outreach that has been performed with the date and times.

7.0 PERFORMANCE OUTCOME MEASURES

The following indicators will be used to determine the Performance Outcome for these services:

The number of participants for which a completed application was submitted to USCIS. The minimum standard of acceptable performance is that at minimum, a completed application is submitted to USCIS for 80% of participants who receive transportation allowance.

8.0 SINGLE AUDIT REQUIREMENTS

Contractor is required to maintain accurate fiscal and accounting standards and must comply with the Cost Principles of the Office of Management and Budget (OMB) Circular A-133, Single Audit Reports for Non-Federal entities who expend \$500,000 (collectively) or more in Federal funding for a fiscal year. A Non-Federal entity means a State, Local Government or Non-Profit Organization. The Single Audit Reports are due from the Contractor by the 10th month following the end of the fiscal year, e.g., for FY10-11 beginning July 1, 2010 and ending June 30, 2011, the report is due April 30, 2012.

9.0 MONITORING REQUIREMENTS

9.1 Monitoring will be conducted on the Administrative, Fiscal and Program aspects of the Contract.

9.2 Monitoring will be conducted on no less than on an annual basis during the Contract term.

Contractor will receive verbal notification of any findings/discrepancies noted during the monitoring by CPM at the end of monitoring, and may be followed-up with a Contract Discrepancy Report.

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PERFORMANCE REQUIREMENTS SUMMARY (PRS)

1.1 INTRODUCTION

The PRS displays the major service that will be monitored by the County during the term of this Agreement. It indicates the required services and reference section, the standards for performance, maximum deviation from standard before services will be determined unsatisfactory, the County's preferred method of monitoring, and the fiscal deductions for unsatisfactory performance.

All listings of Services used in this PRS are intended to be completely consistent with the main body of this Contract and the Statement of Work, and are not meant, in any case, to create, extend, revise, or expand any obligation of Contractor beyond that defined in the main body of the Contract and the Statement of Work. In any case of apparent inconsistency between services or standards as stated in the main body of the Contract, Statement of Work and this PRS, the meaning apparent in the main body of the Contract and the Statement of Work will prevail. If any service or standard seems to be created in this PRS which is not clearly and forthrightly set forth in the main body of the Contract and the Statement of Work, that apparent required service or standard will be null and void and place no requirement on Contractor and will not be the basis for liquidated damages deductions.

The County expects a high standard of Contractor performance for the required services. DPSS will work with the Contractor to help resolve any areas of difficulty brought to the attention of the County Contract Administrator (CCA) by Contractor before the allowable deviation from the acceptable standard occurs. However, it is the Contractor's responsibility to provide the services set forth in the Contract and summarized in the PRS. This section does not modify or replace Contractor's obligation to provide expert professional services to the County.

1.2 PERFORMANCE REQUIREMENTS SUMMARY CHART

The Performance Requirements Summary Chart is at the end of this exhibit and lists;

- Cites the Section or Paragraph where referenced (Column 1 of Chart);
- Defines the Standards of Performance for each of the required services (Column 2 of chart);
- Indicates the method of monitoring the services (Column 3 of chart);
- Shows the maximum allowable degree of deviation from perfect performance or Acceptable Quality Level (AQL) for each required service that is allowed before the County assesses fiscal deductions (Column 4);
- Indicates the fiscal deductions to be assessed for failing to meet the AQL for each listed required service (Column 5 of chart). The AQL serves as the baseline for assessing fiscal deductions.

1.3 QUALITY ASSURANCE

On no less than an annual basis, the Contractor's performance will be compared to this Contract's Standards and AQL's using the County's Quality Assurance Monitoring Plan (QAMP). The County may use a variety of inspection methods to evaluate the Contractor's performance. The methods of monitoring that may be used (but are not limited to);

- Random sampling of items such as reports, invoices, etc.;
- Activity checklists;
- One hundred percent inspection of items, such as reports and invoices, on a periodic basis (daily, weekly, monthly, quarterly, semiannually or annually) as determined necessary to assure a sufficient evaluation of Contract performance;
- Participant interviews.
- Review of files;
- Observation of Contractor operations;
- On-site evaluations.

1.4 CONTRACT DISCREPANCY REPORT (CDR)

Performance of a required service is considered acceptable when the percent of discrepancies found during Contract monitoring procedures does not exceed the percent of discrepancies allowed by the AQL. When the performance is unacceptable, the CCA will submit a Contract Discrepancy Report (CDR) to Contractor who shall be required to respond within ten (10) business days. The CDR will require the Contractor to explain in writing the reasons for such unacceptable performance, how performance will be returned to an acceptable level, and how recurrence of the problem will be prevented, and may require that Contractor includes a Corrective Action Plan (CAP), as described in section 1.7. The CCA will evaluate the Contractor's explanation or CAP, determine if any financial penalties will be assessed, and provide the County's response within 10 business days. The CDR is attached as Technical Exhibit A-3.

1.5 CRITERIA FOR ACCEPTABLE OR UNACCEPTABLE PERFORMANCE

In monitoring the Contractor's performance in this area, samples are selected at random so that they will be representative of a population of interest. Selections used in sample are used to measure performance on the Standard, and conclusions are made about Contractor performance for the whole population. The random sampling plan includes the following information;

- AQL – The maximum percent of defects that can occur and still meet this Contract's Standard for satisfactory performance;
- Lot Size (Population) – The total number of units or services provided; and

- Sample Size – The number of units to be checked in a given time period.

The AQL for each sampling is taken from the Performance Requirements Summary. The lot size is determined by selecting a population that the County determines appropriate for their review. To ensure each service has an equal chance of being selected, a random number table, or other automated sampling tool, is used to determine the sample from the appropriate lot size.

When sampling is used, Contractor performance is deemed *Unsatisfactory* when the results of a review fail to meet the AQL, as defined for each standard in the Contract Technical Exhibit A-2.

1.6 REMEDY OF DEFECTS

Notwithstanding a finding of unacceptable performance and assessment of fiscal deductions, Contractor must, within ten (10) work days, remedy any and all defects in the provision of the Contractor's services and, as deemed necessary by the CCA, perform such services again at an acceptable level. Failure to correct the deficiency can result in termination of the Contract.

1.7 UNSATISFACTORY PERFORMANCE REMEDIES

When the Contractor's performance does not conform within the requirements of this Agreement, the County will have the option to apply the following nonperformance remedies;

- Require Contractor to implement a formal Corrective Action Plan, subject to County approval. In the plan, Contractor must include reasons for the unacceptable performance including not meeting performance measure, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
- Assess deductions in the amounts as indicated on the PRS Chart (Technical Exhibit A-2), for each unacceptable performance. Performance will be assessed via random sampling.
- Reduce, suspend or cancel the Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
- Failure of Contractor to comply with or satisfy the request(s) for improvement of performance or to satisfactorily perform the unacceptable work specified within ten (10) work-days shall constitute authorization for the County to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the Contractor's failure to perform said service(s) satisfactorily, as determined by the County, shall be credited to the County on the Contractor's future invoice. This section does not preclude the County's right to terminate the Contract upon thirty-day (30) written notice with or without cause, as provided for in Section 8.62, Termination for Convenience of County.

ADJUSTMENT OF ALIEN STATUS AND CITIZENSHIP APPLICATION SERVICES PERFORMANCE REQUIREMENTS SUMMARY (PRS) CHART

REFERENCE	STANDARD	REVIEW	ALLOWABLE DEVIATION FROM ACCEPTABLE QUALITY LEVEL	PENALTY
Statement of Work, 5.0 Reporting and Record Keeping, 5.2, 5.3, 5.4 and 5.6	Contractor submits Monthly Management Report, Invoice, Sign-in Sheet and Transportation Stipend Issuance Log, by 10 th of each month.	Observation; Review of documents	0%	\$25.00 per month
Statement of Work, 5.0; Reporting and Record Keeping, 5.5	Contractor ensures all individuals/eligible participant sign-in on Transportation Stipend Issuance Log.	Inspection of files	0%	\$25.00 per month
Statement of Work, 5.6, Case Files, 5.6.1 – 5.6.5	Contractor maintains all required documentation in case files	Inspection of files	0%	\$25.00 per file not containing documents
Statement of Work, 6.3, Issuances, 6.3.1.4	Contractor documents issuance of Transportation Stipend.	Observation; Review of documents	0%	\$25.00 per month
Statement of Work, 6.5, Outreach	Contractor provides community of outreach informing community of services.	Review of documents	0%	\$25.00 per month when outreach is not conducted

**ADJUSTMENT OF ALIEN STATUS AND CITIZENSHIP APPLICATION SERVICES
 REQUIREMENTS SUMMARY (PRS) CHART**

Statement of Work, 6.2, Program Activities, 6.2.5	Contractor shall submit completed applications within two work days to USCIS for processing.	Review of documentation	0%	\$50.00 Per month for late issuances
Statement of Work, 7.0, Performance Outcome Measures 7.1	Completed applications were submitted for 80% of participants that received transportation stipend.	Review of documentation	0%	\$50.00 per quarter if not met

CONTRACT DISCREPANCY REPORT

TO:

FROM:

DATES:

Prepared:

Returned by Contractor:

Action Completed:

DISCREPANCY PROBLEMS: _____

Signature of QAE/CCA Date

CONTRACTOR RESPONSE (Cause and Corrective Action); _____

Signature of Contract Manager Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of QAE/CCA Date

COUNTY ACTIONS: _____

Contractor Notified of Action: _____

Signature of County Contract Administrator

**COUNTY OF LOS ANGELES
DEPARTMENT OF PUBLIC SOCIAL SERVICES
ADJUSTMENT OF ALIEN STATUS AND CITIZENSHIP APPLICATION SERVICES
MONTHLY INVOICE**

I. Current Billing Month and Year:		Invoice Date:	
Contractor's Social Security or Taxpayer No.:		Contract No.:	
Contractor's Name:		Telephone No.:	
Contractor's Address:			

II. Payment requested for Service Month of:			
--	--	--	--

III. ORDG participants served during the Service Month			
		Applications	Cost
A. Number of I-485 Adjustment of Status applications completed @ \$125.00			
B. Number of N-400 Citizenship applications completed @ \$125.00			
C. Total applications completed (A+B)			
D. Subtotal			
E. Number of Transportation payments issued @\$75.00			
F. Total Amount paid for postage			
G. Total Amount of funds expended			
IV. Invoiced Amount Requested (F)			
A. Amount Requested for Payment:			

I hereby certify that I am a duly appointed representative of the above named Contractor and that, to the best of my knowledge, the above request represents the actual amount, is in accordance with the current budget provision of our contract, and is not in excess thereof.

CONTRACTOR'S AUTHORIZING SIGNATURE	DATE
------------------------------------	------

DPSS USE ONLY

Reviewed by: _____	Date Approved: _____
Approved by: _____	Amount Approved: _____

ADJUSTMENT OF ALIEN STATUS AND CITIZENSHIP APPLICATION SERVICES MONTHLY MANAGEMENT REPORT

Contract Number: _____

Contractor Name: _____ **Phone Number:** _____

Report Month/Yr: _____ **Contact Person:** _____

	MONTHLY TOTALS		COMMENTS
	Adjustment of Status Application	Citizenship Application	
Total number of Refugees interviewed:			
Total number of adjustment of status applications processed.			
Total number of citizenship applications processed.			
Total number of applications submitted to USCIS.			
Total number of confirmations received from USCIS.			
Total number of Transportation issuances.			
Total number of applications resulted from walk-ins.			
Total Number of applications resulted from DPSS referrals.			

Describe the Community Outreach Activities Conducted:

ADJUSTMENT OF ALIEN STATUS AND CITIZENSHIP APPLICATION SERVICES
PARTICIPANT SIGN-IN SHEET

Contract Number: _____

Contractor Name: _____

Contact Person: _____
Phone Number: _____

Report Month/Yr: _____

Participant Name	Last 4 of Social Security Number	Appointment Date	Participant Provided (✓)		Date Application Submitted to USCIS
			I-94	I-55	
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

COUNTY OF LOS ANGELES

DEPARTMENT OF PUBLIC SOCIAL SERVICES

**ADJUSTMENT OF ALIENS STATUS AND CITIZENSHIP
APPLICATION SERVICES
TRANSPORTATION STIPEND ISSUANCE**

Participant Name:

Date Application Taken:

I-94/I-55 No:

Last four of SS#:

Date of Receipt of Issuance:

Amount Received:

Note: For trips related to Adjustment of Status and/or Citizenship application
(\$75.00 allowed)

Method of Payment (✓ one): Check: ☐ Cash: ☐ Etc: (explain) ☐

Participant's Signature: _____ **Date** _____

VOLAG Representative: _____ **Date** _____

VOLAG Name: _____

Address: _____

Phone Number: _____



Refugee Social Services

Naturalization & Citizenship Services for Senior Refugees

If you are a refugee, 60 years or older, and need assistance with:

- Adjustment of Status (I-485)
- Completing the Citizenship Application (N-400)
- Enrolling in English and Civics Classes
- Transportation Assistance to Obtain Services
- Referral to Senior Services in Your Community

Los Angeles County Department of Public Social Services (DPSS) through its Older Refugee Discretionary Grant Program may be able to assist you.

**Contact your local
Voluntary Resettlement Office**

**Interfaith Refugee & Immigrant Services
Alex Bezik (323) 667-0489 (Armenian/Farsi)**

**International Rescue Committee
Biljana Debogovic (818) 937-2867**

For additional information, you may call Seda Adjamian at (562) 908-8417

ADJUSTMENT OF ALIEN STATUS AND CITIZENSHIP APPLICATION SERVICES
POSTAGE PAYMENT LOG

Contract Number: _____

Contractor Name: _____

Contact Person: _____ Phone Number: _____

Report Month/Yr: _____

	Participant Name	Last 4 of Social Security Number	Appointment Date	Type of Application (✓)	Amount paid for Postage
				I-484 N-400	
1					
2					
3					
4					
5					
6					
7					
8					
9					
10					

EXHIBIT B
CONTRACTOR'S BUDGET

SAMPLE BUDGET SHEET FOR SERVICES

1.	<u>PROJECTED NUMBER TO BE SERVED</u>	<u>PAYMENT</u>
	11/1/11 – 6/30/12 # _____	\$ _____
	7/1/12 – 9/30/12 # _____	\$ _____
2.	<u>CONTRACT MAXIMUM</u>	\$ _____

EXHIBIT C
CONTRACTOR'S EEO CERTIFICATION

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number

GENERAL CERTIFICATION

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the Contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | | |
|----|---|------------------------------|-----------------------------|
| 1. | The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. | The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. | The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

EXHIBIT D
COUNTY'S ADMINISTRATION

COUNTY'S ADMINISTRATION

CONTRACT NUMBER: _____

COUNTY CONTRACT MANAGEMENT DIVISION CHIEF

Name: Walter Chan
Address: 12900 Crossroads Parkway South
East Annex, 2nd Floor
City of Industry, CA 91746
Telephone: 562-908-3001
Facsimile: 562-908-0590
E-Mail Add: WalterChan@dpss.lacounty.gov

SUPERVISING CONTRACT ADMINISTRATOR

Name:
Address:
Telephone:
Facsimile:
E-Mail Add:

COUNTY CONTRACT MANAGEMENT DIRECTOR/
COUNTY PROJECT DIRECTOR

Name:
Address:

Telephone:
Facsimile:
E-Mail Add:

Name:
Address:

Telephone:
Facsimile:
E-Mail Add:

CONTRACT PROGRAM MONITOR

Name:
Address:

Telephone:
Facsimile:
E-Mail Add:

EXHIBIT E

CONTRACTOR'S ADMINISTRATION

CONTRACTOR'S ADMINISTRATION

Contract Number: _____

EXECUTIVE DIRECTOR

Name:

Phone Number:

Cell:

Facsimile:

E-Mail Address:

CONTRACT MANAGER

Name:

Address:

Phone Number:

Cell:

Facsimile:

E-Mail Address:

ALTERNATE CONTRACT MANAGER

Name:

Address:

Phone Number:

Cell:

Facsimile:

E-Mail Address:

EXHIBIT F

JURY SERVICE ORDINANCE

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 1 of 3

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the County of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the County of Los Angeles has determined that it is appropriate to require that the businesses with which the county Contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a Contract with the county or a subcontract with a county Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such Contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a Contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A Contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A Contract where federal or State law or a condition of a federal or State program mandates the use of a particular Contractor; or
 - 3. A purchase made through a State or federal Contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- D. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the Chief Administrative Officer, or
 2. The Contractor has a long-standing practice that defines the lesser number of hours as full-time.
- E. "County" means the County of Los Angeles or any public entities for which the Board of Supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to Contractors who enter into Contracts that commence after July 11, 2002. This chapter shall also apply to Contractors with existing Contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such Contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A Contractor shall have and adhere to a written policy that provides that its employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The Chief Administrative Officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a Contract, a Contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the Contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a Contractor's violation of any provision of this chapter, the county department head responsible for administering the Contract may do one or more of the following:

1. Recommend to the Board of Supervisors the termination of the Contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the Contractor. (Ord. 2002-0015 § 1 (part), 2002)

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any Contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any Contractor that meets all of the following:
 - 1. Has ten or fewer employees during the Contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the Contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

“Dominant in its field of operation” means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the Contract awarded, exceed \$500,000.

“Affiliate or subsidiary of a business dominant in its field of operation” means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

EXHIBIT G

CONTRACTOR'S NONDISCRIMINATION IN SERVICES CERTIFICATION

CONTRACTOR'S NON-DISCRIMINATION IN SERVICES CERTIFICATION

Contractor's Name _____

Address _____

Internal Revenue Service Employer Identification Number _____

GENERAL

In accordance with Subchapter VI and VII of the *Civil Rights Act of 1964*, Section 504 of the *Rehabilitation Act of 1973*, as amended, the Age Discrimination Act of 1975, the Food Stamp Act of 1977, and the Americans with Disability Act of 1990, the Contractor, supplier, or vendor certifies and agrees that all persons serviced by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, color, religion, ancestry, national origin, age, condition of disability, martial status, political affiliation or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CERTIFICATION

(circle one)

- | | |
|--|-----------|
| 1. The Contractor has a written policy statement prohibiting discrimination in providing services and benefits. | Yes No |
| 2. The Contractor periodically monitors the equal provision of services to ensure nondiscrimination. | Yes No |
| 3. Where problem areas are identified in equal provisions of services and benefits, the bidder/offeree has a system for taking reasonable corrective action within a specified length of time. | Yes No |

Name and Title of Authorized Signer

Signature

Date

EXHIBIT H

**CONTRACTOR ACKNOWLEDGEMENT AND
CONFIDENTIALITY AGREEMENT**

AND

**CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT
AND CONFIDENTIALITY AGREEMENT**

CONTRACTOR ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR NAME _____ Contract
No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent Contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced Contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced Contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name _____

Contract No. _____

Employee
Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a Contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced Contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced Contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this Contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGMENT AND CONFIDENTIALITY AGREEMENT

Contractor Name _____ Contract No. _____

Non-Employee
Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a Contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced Contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced Contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced Contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future Contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced Contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced Contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this Contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

EXHIBIT I
CHARITABLE CONTRIBUTIONS CERTIFICATION

CHARITABLE CONTRIBUTIONS CERTIFICATION

Company Name

Address

Internal Revenue Service Employer Identification Number

California Registry of Charitable Trusts "CT" number (if applicable)

The Nonprofit Integrity Act (SB 1262, Chapter 919) added requirements to California's Supervision of Trustees and Fundraisers for Charitable Purposes Act which regulates those receiving and raising charitable contributions.

Check the Certification below that is applicable to your company.

- ☐ Proposer or Contractor has examined its activities and determined that it does not now receive or raise charitable contributions regulated under California's Supervision of Trustees and Fundraisers for Charitable Purposes Act. If Proposer engages in activities subjecting it to those laws during the term of a County Contract, it will timely comply with them and provide County a copy of its initial registration with the California State Attorney General's Registry of Charitable Trusts when filed.

OR

- ☐ Proposer or Contractor is registered with the California Registry of Charitable Trusts under the CT number listed above and is in compliance with its registration and reporting requirements under California law. Attached is a copy of its most recent filing with the Registry of Charitable Trusts as required by Title 11 California Code of Regulations, Sections 300-301 and Government Code Sections 12585-12586.

Signature

Date

Name and Title of Signer (please print)

EXHIBIT J

SAFELY SURRENDERED BABY LAW

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

California's Safely Surrendered Baby Law allows parents or other persons, with lawful custody, which means anyone to whom the parent has given permission to confidentially surrender a baby. As long as the baby is three days (72 hours) of age or younger and has not been abused or neglected, the baby may be surrendered without fear of arrest or prosecution.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no sign of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby, and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their minds can begin the process of reclaiming their baby within 14 days. These parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4000.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have lawful custody.

Does the parent or surrendering adult have to call before bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. You may have heard tragic stories of babies left in dumpsters or public bathrooms. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. Too often, it results in the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 9, 2005, a healthy baby boy was safely surrendered to nurses at Harbor-UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's aunt and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The aunt was given a bracelet with a number matching the anklet placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the Law. The aunt was also provided with a medical questionnaire and said she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.



Ley de Entrega de Bebés Sin Peligro

¿Qué es la Ley de Entrega de Bebés sin Peligro?

La Ley de Entrega de Bebés sin Peligro de California permite la entrega confidencial de un recién nacido por parte de sus padres u otras personas con custodia legal, es decir cualquier persona a quien los padres le hayan dado permiso. Siempre que el bebé tenga tres días (72 horas) de vida o menos, y no haya sufrido abuso ni negligencia, pueden entregar al recién nacido sin temor de ser arrestados o procesados.

Cada recién nacido se merece la oportunidad de tener una vida saludable. Si alguien que usted conoce está pensando en abandonar a un recién nacido, infórmele que tiene otras opciones. Hasta tres días (72 horas) después del nacimiento, se puede entregar un recién nacido al personal de cualquier hospital o cuartel de bomberos del condado de Los Angeles.

¿Cómo funciona?

El padre/madre con dificultades que no pueda o no quiera cuidar de su recién nacido puede entregarlo en forma legal, confidencial y segura dentro de los tres días (72 horas) del nacimiento. El bebé debe ser entregado a un empleado de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles. Siempre que el bebé no presente signos de abuso o negligencia, no será necesario suministrar nombres ni información alguna. Si el padre/madre cambia de opinión posteriormente y desea recuperar a su bebé, los trabajadores utilizarán brazaletes para poder vincularlos. El bebé llevará un brazalete y el padre/madre o el adulto que lo entregue recibirá un brazalete igual.

¿Qué pasa si el padre/madre desea recuperar a su bebé?

Los padres que cambien de opinión pueden comenzar el proceso de reclamar a su recién nacido dentro de los 14 días. Estos padres deberán llamar al Departamento de Servicios para Niños y Familias (Department of Children and Family Services) del Condado de Los Angeles al 1-800-540-4000.

¿Sólo los padres podrán llevar al recién nacido?

No. Si bien en la mayoría de los casos son los padres los que llevan al bebé, la ley permite que otras personas lo hagan si tienen custodia legal.

¿Los padres o el adulto que entrega al bebé deben llamar antes de llevar al bebé?

No. El padre/madre o adulto puede llevar al bebé en cualquier momento, las 24 horas del día, los 7 días de la semana, siempre y cuando entreguen a su bebé a un empleado del hospital o cuartel de bomberos.

¿Es necesario que el padre/madre o adulto diga algo a las personas que reciben al bebé?

No. Sin embargo, el personal del hospital o cuartel de bomberos le pedirá a la persona que entregue al bebé que llene un cuestionario con la finalidad de recabar antecedentes médicos importantes, que resultan de gran utilidad para cuidar bien del bebé. El cuestionario incluye un sobre con el sello postal pagado para enviarlo en otro momento.

¿Qué pasará con el bebé?

El bebé será examinado y le brindarán atención médica. Cuando le den el alta del hospital, los trabajadores sociales inmediatamente ubicarán al bebé en un hogar seguro donde estará bien atendido, y se comenzará el proceso de adopción.

¿Qué pasará con el padre/madre o adulto que entregue al bebé?

Una vez que los padres o adulto hayan entregado al bebé al personal del hospital o cuartel de bomberos, pueden irse en cualquier momento.

¿Por qué se está haciendo esto en California? ?

La finalidad de la Ley de Entrega de Bebés sin Peligro es proteger a los bebés para que no sean abandonados, lastimados o muertos por sus padres. Usted probablemente haya escuchado historias trágicas sobre bebés abandonados en basureros o en baños públicos. Los padres de esos bebés probablemente hayan estado pasando por dificultades emocionales graves. Las madres pueden haber ocultado su embarazo, por temor a lo que pasaría si sus familias se enteraran. Abandonaron a sus bebés porque tenían miedo y no tenían nadie a quien pedir ayuda. El abandono de un recién nacido es ilegal y pone al bebé en una situación de peligro extremo. Muy a menudo el abandono provoca la muerte del bebé. La Ley de Entrega de Bebés sin Peligro impide que vuelva a suceder esta tragedia en California.

Historia de un bebé

A la mañana temprano del día 9 de abril de 2005, se entregó un recién nacido saludable a las enfermeras del Harbor-UCLA Medical Center. La mujer que llevó el recién nacido al hospital se dio a conocer como la tía del bebé, y dijo que la madre le había pedido que llevara al bebé al hospital en su nombre. Le entregaron a la tía un brazalete con un número que coincidía con la pulsera del bebé; esto serviría como identificación en caso de que la madre cambiara de opinión con respecto a la entrega del bebé y decidiera recuperarlo dentro del período de 14 días que permite esta ley. También le dieron a la tía un cuestionario médico, y ella dijo que la madre lo llenaría y lo enviaría de vuelta dentro del sobre con franqueo pagado que le habían dado. El personal médico examinó al bebé y se determinó que estaba saludable y a término. El bebé fue ubicado con una buena familia que ya había sido aprobada para adoptarlo por el Departamento de Servicios para Niños y Familias.



Ley de Entrega de Bebés *Sin Peligro*



Los recién nacidos pueden ser entregados en forma segura al personal de cualquier hospital o cuartel de bomberos del Condado de Los Ángeles

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Ángeles: 1-877-BABY SAFE • 1-877-222-9723

www.babysafela.org



Safely Surrendered



No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-9723

www.babysafe1a.org



EXHIBIT K
INTERNAL REVENUE SERVICE NOTICE 1015



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2009)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2009 are less than \$48,279 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 8, 2010.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3876.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see Pub. 598, Earned Income Credit (EIC), or the instructions for Form 1040, 1040A, or 1040EZ.

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2009 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2009 and owes no tax but is eligible for a credit of \$829, he or she must file a 2009 tax return to get the \$829 refund.

How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2010 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015 (Rev. 12-2009)
Cat. No. 205991

EXHIBIT L

CERTIFICATION OF NO CONFLICT OF INTEREST

CERTIFICATION OF NO CONFLICT OF INTEREST

The Los Angeles County Code, Section 2.180.010, provides as follows:

CONTRACTS PROHIBITED

Notwithstanding any other section of this Code, the County shall not Contract with, and shall reject any proposals submitted by, the persons or entities specified below, unless the Board of Supervisors finds that special circumstances exist which justify the approval of such Contract:

1. Employees of the County or of public agencies for which the Board of Supervisors is the governing body;
2. Profit-making firms or businesses in which employees described in number 1 serve as officers, principals, partners, or major shareholders;
3. Persons who, within the immediately preceding 12 months, came within the provisions of number 1, and who:
 - a. Were employed in positions of substantial responsibility in the area of service to be performed by the Contract; or
 - b. Participated in any way in developing the Contract or its service specifications; and
4. Profit-making firms or businesses in which the former employees, described in number 3, serve as officers, principals, partners, or major shareholders.

Contracts submitted to the Board of Supervisors for approval or ratification shall be accompanied by an assurance by the submitting department, district or agency that the provisions of this section have not been violated.

Contractor Name

Contractor Official Title

Official's Signature

Cert. of No Conflict of Interest

EXHIBIT M

**FAMILIARITY WITH THE COUNTY LOBBYIST
ORDINANCE CERTIFICATION**

FAMILIARITY WITH THE COUNTY LOBBYIST ORDINANCE CERTIFICATION

The Contractor certifies that:

- 1) it is familiar with the terms of the County of Los Angeles Lobbyist Ordinance, Los Angeles Code Chapter 2.160;
- 2) that all persons acting on behalf of the Proposer organization have and will comply with it during the proposal process; and
- 3) it is not on the County's Executive Office's List of Terminated Registered Lobbyists.

Contractor Name: _____

By: _____

SIGNATURE

Date: _____

Printed Name

Title

EXHIBIT N

**ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW
PARTICIPANTS**

ATTESTATION OF WILLINGNESS TO CONSIDER GAIN/GROW PARTICIPANTS

As a threshold requirement for consideration for Contract award, Proposer shall demonstrate a proven record for hiring GAIN/GROW participants or shall attest to a willingness to consider GAIN/GROW participants for any future employment opening if they meet the minimum qualifications for that opening. Additionally, Proposer shall attest to a willingness to provide employed GAIN/GROW participants access to the Proposer's employee mentoring program, if available, to assist these individuals in obtaining permanent employment and/or promotional opportunities.

Proposers unable to meet this requirement shall not be considered for Contract award.

Proposer shall complete all of the following information, sign where indicated below, and return this form with their proposal.

A. Proposer has a proven record of hiring GAIN/GROW participants.

_____ YES (subject to verification by County) _____ NO

B. Proposer is willing to consider GAIN/GROW participants for any future employment openings if the GAIN/GROW participant meets the minimum qualifications for the opening. "Consider" means that Proposer is willing to interview qualified GAIN/GROW participants.

_____ YES _____ NO

C. Proposer is willing to provide employed GAIN/GROW participants access to its employee-mentoring program, if available.

_____ YES _____ NO _____ N/A (Program not available)

Proposer Organization: _____

Signature: _____

Print Name: _____

Title: _____ Date: _____

Tel. #: _____ Fax #: _____

GAIN/GROW ATTESTATION - 10-14-03

EXHIBIT O
CIVIL RIGHTS RESOLUTION AGREEMENT

CIVIL RIGHTS RESOLUTION AGREEMENT REQUIREMENTS FOR CONTRACTORS/VENDORS

On October 23, 2003, Los Angeles County, Department of Public Social Services (DPSS) entered into an Agreement of Resolution with the Office for Civil Rights, Department of Health and Human Services Region IX placing new requirements on DPSS and DPSS' Contractors. As part of those requirements, DPSS will expand its role in training Contractor staff that works with DPSS CalWORKs participants, on Civil Rights requirements.

Contractors shall comply with the terms of the Resolution Agreement as directed by DPSS, which includes but is not limited to the following:

- Ensuring public contact staff attend the mandatory DPSS provided Civil Rights Training
- Ensuring notices sent to participants are in their respective primary language
- Providing interpreters so that DPSS can ensure meaningful access to services for all participants
- Maintaining record and record retention of all Civil Rights related correspondence

EXHIBIT P

**CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED
PROPERTY TAX REDUCTION PROGRAM**

CERTIFICATION OF COMPLIANCE WITH THE COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM

<u>Company Name:</u>		
<u>Company Address:</u>		
<u>City:</u>	<u>State:</u>	<u>Zip Code:</u>
<u>Telephone Number:</u>		<u>Email address:</u>
<u>Solicitation/Contract For</u>		<u>Services:</u>

The Proposer/Bidder/Contractor certifies that:

- ☐ It is familiar with the terms of the County of Los Angeles Defaulted Property Tax Reduction Program, Los Angeles County Code Chapter 2.206; **AND**

To the best of its knowledge, after a reasonable inquiry, the Proposer/Bidder/Contractor is not in default, as that term is defined in Los Angeles County Code Section 2.206.020.E, on any Los Angeles County property tax obligation; **AND**

The Proposer/Bidder/Contractor agrees to comply with the County's Defaulted Property Tax Reduction Program during the term of any awarded Contract.

- OR -

- ☐ I am exempt from the County of Los Angeles Defaulted Property Tax Reduction Program, pursuant to Los Angeles County Code Section 2.206.060, for the following reason:

I declare under penalty of perjury under the laws of the State of California that the information stated above is true and correct.

<u>Print Name:</u>	<u>Title:</u>
<u>Signature:</u>	<u>Date:</u>

Date: _____